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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
N00033-05-C-5612	02 SEPT 2005		N00033-05-R-5610	01 SEPTEMBER 2005

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	Ken Allen	202-685-5825	02 SEPTEMBER 2005 1200 HOURS EDT

9. ISSUED BY: CODE

MILITARY SEALIFT COMMAND, PM5
914 CHARLES MORRIS COURT SE
WASHINGTON NAVY YARD DC 20398-5540

10. THIS ACQUISITION IS
☒ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ 8(A)
NAICS:
SIZE STANDARD:

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE

See Item 9

17a CONTRACTOR/ OFFEROR CODE FACILITY CODE

Carnival Corporation
3655 N.W. 87th Avenue
Miami, FL 33178
(Vessel: ECSTACY)

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

DFAS-OMAHA/FD
PO BOX 7020
BELLEVUE, NE 68005

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

COMMANDER, MILITARY SEALIFT COMMAND (N86)
BLDG. 157, 914 CHARLES MIRRIS COURT SE
WASHINGTON NAVY YARD, WASHINGTON DC 20398-5540

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHED SCHEDULE (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$68,400,000

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

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF.CARNIVAL OFFER DATED 02 SEPTEMBER 2005. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
PRESIDENT + CEO CARNIVAL CRUISE LINES ROBERT H. DICKINSON	SEPT. 2, 2005	Kenneth D. Allen	9/30/05

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
PRESCRIBED BY GSA – FAR (48 CFR) 53.212

MSC PASSTIME 02
(12-02)

Vessel(s):
ECSTASY
Owner, DUNS, CAGE, TIN (and TIN of parent, if applicable):
Carnival Corporation

I. PASSTIME BOXES

Solicitation Number (date): N00033-05-R-5610	Contract Number (date): N00033-05-C-5612
1. Vessel(s) Required: Vessel shall be capable of comfortably carrying, berthing, and feeding a minimum of 1,000 passengers. Contractor shall provide three (3) hot and cold buffet meals per day per person with availability between meals of water, coffee/tea, soda, juice plus light snacks. Contractor will perform weekly cleaning of rooms/linens/personal laundry. Contractor will provide space for 10 persons with cubicles (including computers) for office work. Continued in Box 67.	2. Place/Range of Delivery: Galveston, TX to Pensacola, FL, range, in Charterer's option, but in any event Government will ensure safe berthing locations at all times. 3. Place/Range of Redelivery: Galveston, TX to Pensacola, FL, Port at Charterer's Option.
4. Charter Period: Six Months commencing September 5, 2005, with one (1) three month option, provided that option may only be exercised by notice received by Carnival Cruise Lines no later than ninety (90) days prior to end of initial term.	5. Laydays: Commencing: 02 Sep 05 Cancelling: 10 Sep 05

6. Terms/Conditions/Attachments added, deleted or modified:

(Addendum to FAR 52.212-4)

SPECIAL REQUIREMENTS

(1) Ship Drawings. Upon request of Charterer, Owner shall provide ship brochures which include deck plans.

(2) Crew List. Contractor shall provide an accurate and current crew list within three weeks after delivery of the vessel, time permitting. Further, at any time during the contract period a list of any reliefs scheduled to board the vessel is required 96 hours after the personnel change. The crew list shall include full name (including middle name or the letters "NMN" if no middle name), date of birth, place of birth (city and country), passport number and country of issue, and nationality of all crewmembers and other personnel onboard the vessel. The list shall be submitted in an electronic format (Microsoft Excel only). Scanned lists are unacceptable.

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

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	Contract Number (date): N00033-05-C-5612

VESSEL SECURITY

(1) Owner agrees that Federal personnel and state or local Government law enforcement or public health personnel may board the Vessel at any time at any location for security purposes, gives consent for such boarding, and agrees to cooperate fully with such personnel in the boarding party. Owner also agrees to permit such personnel to search without limitation any and all vessel spaces for security, law enforcement, or public health purposes. In all cases such personnel shall make reasonable efforts under the circumstances to obtain the prior approval of the Master, which approval will not be unreasonably withheld.

(2) Owner agrees to render all reasonable necessary assistance to such personnel with respect to the identification and screening of crew members or such others as may be aboard the Vessel. Owner consents to the immediate removal of crewmembers or such others as may be aboard the Vessel deemed unsuitable for any reason by the Contracting Officer or such personnel, provided, however, that Charterer shall in each case make reasonable efforts under the circumstances to obtain the prior approval of the Master, which approval will not be unreasonably withheld. Owner agrees to replace any such crewmembers promptly and that such replacements will fully comply with all crew screening requirements. Charterer agrees to bear proven and reasonable costs incurred by Owner associated with replacement, if necessary. Owner also retains the right to immediately remove passengers the Master deems in his reasonable discretion to pose a threat to the safety of the crew, other passengers, or the vessel. Owner agrees to immediately notify Charterer in the event it removes a passenger.

(3) Charterer reserves the right, at Charterer's sole option, to embark such personnel and their weapons at any time during the period of the Charter to protect such personnel, cargo or equipment on board the Vessel, provided, however, that Charterer shall in each case make reasonable efforts under the circumstances to obtain the prior approval of the Master, which approval will not be unreasonably withheld.

SECURITY THREAT

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

SALVAGE.

(1) When engaged in the carriage of government cargo Owner agrees to accept Navy salvage services. Such services may be provided using Navy personnel and resources or Navy contracted resources.

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

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

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

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

REDUCTION OF CONTRACT PRICE

Contractor has represented that the fixed prices of contracts N00033-05-C-5611, N00033-05-C-5612, and N00033-05-C-5613 include an aggregate amount of [ ] in federal corporate taxes (55 percent combined corporate income and branch profits taxes) and [ ] in federal employee taxes and that the contractor would not be liable for such taxes if the vessels were engaged in their normal commercial operations. The parties agree that, in the event that Contractor's liability for such taxes is reduced or that it is determined that the Contractor is otherwise not liable for such taxes, the contract prices shall be reduced by a total of [ ] or pro rata, in the event Contractor's tax liability is reduced, but not eliminated.

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	Contract Number (date): N00033-05-C-5612

Continued in Box 67.

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	**Contract Number (date): N00033-05-C-5612**

7. Vessel/Flag/Year Built: **ECSTASY/Panama/1988**	8. Proposal Firm Until: **02 Sep 05**
9. Amendments Acknowledged (amendment numbers and dates):	
10. Owner : **Carnival Cruise Lines.** **3655 NW 87th Avenue, Miami Fl 33178** **For operational issues** **(ask for the manager on duty)** **Manager on Duty:** **Fax:**	11. Broker (address, phone, e-mail, fax): 12. Remittance Address for Hire (if other than Box 11)
13. Reserved:	

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	Contract Number (date): N00033-05-C-5612

PRICING DATA

CLIN 0001 – Charter Hire (See Attachment to SF1449 for other CLIN numbers and expenditure types.)

	BOX NOS., SHIP STATUS, AND EXPENDITURE TYPES		
	14. FOS 2521K	15. ROS<10 DAYS 2521K	16. ROS≥10 DAYS 2521K
Firm Period	$ 380,000 per diem	$ 380,000 per diem	$ _____
First Option	$ 383,000 per diem	$ 383,000 per diem	$ _____
Second Option	N/A	N/A	$ _____

17. Indicate crewing arrangements during ROS (less than 10 days) and ROS (10 days and longer):

N/A

18. Other costs

CLIN 0001: Charter Hire $68,400,000
CLIN 0002: Reimbursables, not to exceed $14,313,000

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	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	**Contract Number (date): N00033-05-C-5612**

19. Laydays Proposed: **Commencing: 02 Sep 05** **Cancelling: 10 Sep 05**	20. Estimated Readiness Date: **N/A**

VESSEL DATA –

21. Vessel type and, if applicable, MARAD design type: Passenger Vessel	
22. Place built: **Helsinki, Finland**	23. Year built: **1990**
24. INMARSAT Identification No. **Inmarsat C** [ ] **Inmarsat B** [ ]	25. Vessel's e-mail/fax: [ ]
26. Call Letters: **H3GR**	27. Official Number: **IMO 8711344**
28. Net registered tonnage: **43450**	29. Panama Canal tonnage: **57721**
30. Gross registered tonnage: **70367**	31. Suez Canal tonnage: **74033.24**
32. Beam (extreme) a. ft: **118' 01"** b. m: **36**	33. Length Overall: a. ft: **855' 00"** b. m: **260.78**
34. Immersion (on draft in Box 36): a. LT/in: **151.38** b. t/cm: **60.55**	35. Length between perpendiculars: a. ft: **735.04** b. m:. **224.39**
36. Summer mean draft: a. ft **26' 00"** b. m: **7.93**	37. Deadweight capacity (on draft in Box 36) a. LT: **7480** b. t:. **7600**
38. Displacement, loaded (on draft in Box 36): a. LT/in: **36760 (TON)** b. t/cm:	39. Summer Load Line Freeboard: a. ft: **8.45** b. m:. **2.576**
40. Shaft Horsepower: **Max Power 14Mw ----28 Mw** **BHP 2 shafts** **Effective Power 11.5MW each ----15640 BHP** **Each (2 shaft)** a. hp: **2x19000hp** b. **2 x 14 MW**	41. Brake Horsepower: a.. hp: **62.720** b. kW: **46080**
42. Nationality of Master, Officer, and crew: **Italian Master, Italian Bridge officers. Over 50 nationalities onboard**	43. Number of people other than crew that can be carried: **total 3560 – crew 926 – passengers 2634**
44. Classification society entered and class assigned: **Lloyd's Registry**	
45. Insured value of Vessel (USD): [ ]	46. Vessel's present position/destination: **Texas Cruise Ship Terminal on Galveston Island 2502 Harborside Drive Galveston Texas 77550**
47. Last drydock date (mm/dd/yy):	48. Next drydock date (mm/dd/yy): **N.A.**
49. MarAd subsidized vessel? _____ Yes	__x__ No

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	Contract Number (date): N00033-05-C-5612

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	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	**Contract Number (date): N00033-05-C-5612**

VESSEL DATA (continued)

50. Number of guest cabins: **1026**
51. Number of guest beds: **2594**
52. SOLAS compliant? Describe in detail: **Yes, see attached ECSTASY SOLAS Certificate**
53. Lifeboats (identify number, type, rated capacity and whether motored): **9 boats starboard 9 boats port. 18 in total, Partially enclosed & self righting rated capacity 1335 per 9 boats multiplied by 2. All motored 2 rescue boats FRB, 36 life rafts.**
54. Victualling to be provided (identify the timing of and types of meals and beverages to be provided and seating arrangements): **See box 1**

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	Contract Number (date): N00033-05-C-5612

55. Entertainment spaces to be made available (describe by size, location, function and staffing):

Blue Sapphire Lounge

Main lounge used for shows and informational talks
2 or 3 technicians needed to run activities depending on requirements
1010 lounge capacity
Located on Atlantic and Promenade decks forward

Chinatown

Used for live band performance
1 technician on call needed for activities
118 lounge capacity
Located on Promenade deck mid ship

Stripes Discotheques

Used as nightclub
1 technician or DJ needed for activities
200 lounge capacity, seating for 70 max.
Located on Promenade deck mid ship

Starlight Lounge

Used for live band performance and Karaoke
1 technician needed for activities
350 lounge capacity
Located on Promenade deck aft

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	**Contract Number (date): N00033-05-C-5612**

CASUALTIES / DEFICIENCIES **(N/A)**

56. Has vessel been involved in any serious grounding or collision within twelve months from the submission date of this proposal? (include full description if "yes")
57. Are any deficiencies lodged by any regulatory body outstanding against the Vessel (include full description if "yes")?

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	**Contract Number (date): N00033-05-C-5612**

58. Average warranted speed (knots, for laden, moderate weather):	59. Average warranted speed (knots, for ballast, moderate weather):
60. Average fuel consumption (net bbls at 60°F and grade(s): for laden, moderate weather passage at speed identified in Box 66):	61. Average fuel consumption (net bbls at 60°F and grade(s): for ballast, moderate weather passage at speed identified in Box 67):
62. Auxiliaries underway fuel consumption (net bbls at 60°F and grade(s), only if not elsewhere identified):	63. Idle period fuel consumption (net bbls at 60°F and grade(s)):

FUEL CONSUMPTION AT VARIABLE SPEEDS **(N/A)**

Average fuel consumption (net bbls at 60°F for all grades and all engines/auxiliaries utilized while underway over moderate-weather passages at the speed, ranges, and grade(s) indicated)							
64: Grades Consumed:							
65a. **LADEN TO SUMMER MARKS**				65b. **BALLAST**			
Knots	Net bbls per mile	Net bbls per day	Operating Range (NM)	Knots	Net bbls per mile	Net bbls per day	Operating Range (NM)
6>				6>			
7>				7>			
8>				8>			
9>				9>			
10>				10>			
11>				11>			
12>				12>			
13>				13>			
14>				14>			
15>				15>			
16>				16>			
17>				17>			
18>				18>			
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20>				20>			
21>				21>			
22>				22>			
23>				23>			
24>				24>			
25>				25>			

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	**Contract Number (date): N00033-05-C-5612**

FUEL GRADE **(N/A)**

66. Minimum Vessel fuel specifications:

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	**Contract Number (date): N00033-05-C-5612**

CONTINUATION

67. Space for continuation of responses (refer to prior box numbers)	
Box No.	Description

1.	Contractor to provide standard Carnival Cruise Lines medical staffing (one doctor and three nurses) for standard cruise operations. Contractor shall provide standard Carnival Cruise Lines security staffing for standard cruise operations included in per diem rates. As soon as practicable, Contractor will assess security risks and needs and present a security plan to Government. The Government will pay for all costs associated with implementing such plan. The Government also is responsible for, and shall bear the cost of, any and all security above and beyond what may be required on and around the Vessels as circumstances arise.
6.	<u>OTHER TERMS</u> (a) In accordance with FAR 52.222-43, which is hereby incorporated by reference, Government shall increase the contract price by an amount equal to the difference between the wage determinations, inclusive of required benefits, set by the Department of Labor (DOL), or for any reason the DOL does not issue a wage determination, the wages required to be paid under the Service Contract Act, and the present salaries paid to the crew of the vessels, provided Contractor is required to pay an increased wage under the wage determinations. (b) Costs of returning the vessel to Contractor in the state in which it was delivered by Contractor (to be determined in Contractor's reasonable discretion) to be borne by Government. (c) Notwithstanding anything to the contrary in the clause Alterations, (MSC 5252-245-9801 (Jun 1998)), the Government shall not have the right to make any alterations to the vessels without the express written approval of Contractor. (d) Notwithstanding anything to the contrary in clause MSC 5252.232-9811 (Jun 1998), the Parties agree that the Government shall reimburse the Contractor for all costs incurred by the Contractor in excess of its normal vessel operating costs. Such reimbursable expenses include, but are not limited to, additional insurance premiums, extraordinary supplies delivered and waste streams removed and/or disposed of. (e) Reserved (f) Contractor shall invoice the Government for per diem and reimbursables monthly in arrears. (g) To clarify the Changes clause in Part II (c), the Government's right to make changes does not extend to altering the term of this Charter Party. (h) The parties agree that there shall be a turnover inspection of the cabins and common areas prior to occupancy. (i) Reserved (j) Contractor and Charterer acknowledge that Contractor normally operates in international commerce and that this charter requires operations in U.S. domestic commerce for which the owner and its vessels are not qualified and for which waivers may not be granted. Notwithstanding anything to the contrary in this charter, the charter shall not be read as to require Owner to make changes in its organization, ownership or operations (including crew members) to trade in U.S. domestic commerce under this charter. Owner shall keep Charterer appraised of any known instances of prospective or actual noncompliance with Part II(q) of this charter and of any enforcement actions that are undertaken against Owner or its vessels that Owner becomes aware of in carrying out its operations under the charter. Owner will cooperate with the appropriate Government officials in addressing such non-compliance issues. (k) <u>State and Local Taxes</u>. The contract price does not include state, local and/or municipal taxes. Should Contractor be assessed or required to pay such taxes and does not receive an exemption, statutory or otherwise, such taxes will constitute a reimbursable expense under the contract.

(l) CCR Data. Notwithstanding anything to the contrary that may be required under the Agreement, Charterer acknowledges and agrees that despite reasonable efforts, the information in CCR entered into by Contractor may not be accurate in each instance. Therefore, prior to relying on such information, the Government agrees to verify its accuracy with Contractor.

(m) Entire Agreement. This agreement constitutes the entire integrated agreement and understanding between the parties hereto and supersedes any prior agreement and understanding relating to the subject matter of this agreement.

(n) Owner, intending that the services it is providing to the United States Government under this Charter Party inure to the good and welfare of the American people while at the same time intending to protect its interests shall within six months following the completion of the Charter period, including the option term if exercised, present Charterer a payment reflecting the surplus, if any, between the net profit Owner earned from the Charter after taxes and the expected net profits Owner would have earned on cruise operations scheduled during the Charter period as estimated in good faith by Owner, which surplus shall be applied as a credit against Owner's final invoice to the Charterer. Any price adjustment made pursuant to this clause shall constitute a voluntary reduction to the fixed price per diem payments and shall not in any way be deemed to change the firm-fixed price nature of this Charter Party.

MILITARY SEALIFT COMMAND
PASSENGER TIME CHARTER (PASSTIME)

PREAMBLE

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

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

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

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

	Vessel(s) : ECSTASY
Solicitation Number (date): N00033-05-R-5610	Contract Number (date): N00033-05-C-5612

MILITARY SEALIFT COMMAND
COMMERCIAL ITEM ACQUISITION
PASSENGER TIME CHARTER

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V. PASSENGER TIME ADDITIONAL CONTRACT REQUIREMENTS (AS APPLICABLE) (Addendum to FAR 52.212-4) ..... Part V

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Reserved

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(a) **Inspection (Time)**

(1) In General.

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

(A) Condition and operability of navigation, communication, and environmental-protection equipment and existence of appropriate technical manuals and onboard spares;
(B) Condition (tightness and preservation) of hull, deck plating, superstructure, divisional bulkheads and the operability of ground tackle;
(C) General material condition and maintenance of the Vessel;
(D) Condition, operability, and certification of required safety and firefighting equipment;
(E) Operability and safety of engineering spaces and equipment;
(F) Bunker survey;
(G) Condition of all equipment required under this Charter;

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

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

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

(2) Service Inspection.

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

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

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

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

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

(B) Terminate the contract for default.

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

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

(d) **Disputes** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays (Time)**

(1) Excepted Events. Neither the Vessel, her Master, or Owner, nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God; act of public

enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process provided bond is promptly furnished to release the Vessel; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; or explosion. The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life or property, or to go into drydock or into ways with or without passengers on board.

(2) Reservation. The exceptions identified in subparagraph (1) above shall not be such as affect Owner's warranties respecting the condition of the Vessel, or the Owner's obligations herein.

(g) **Invoice** (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices.
An invoice must include-
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
(C) (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) **Reserved**

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

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

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) **Reserved**

(k) **Reserved**

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

(m) **Termination for Cause**

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

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

(n) **Reserved**

(o) **Warranty (Time)**

(1) General. Owner warrants that the Vessel performing under this Charter Party shall be in full conformity with the requirements of this Charter Party, from the time of delivery and thereafter during the currency of this Charter Party. In particular the Owner warrants that the Vessel is as described in Part I of this Charter Party.

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

(3) Complement. The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Master, Officers, and crew with adequate training and experience in operation of all of the Vessel's equipment. The Master, Officers, and entire crew shall be U.S. citizens (if Vessel is U.S.-flag), speak English, and possess valid and current certificates, licenses, and documents.

(4) Fuel and Speed Warranty. All the fuel and speed characteristics provided in Part I shall be deemed warranties and any breach of such warranties shall be subject to the remedies in Paragraph II(o)(5) below.

(5) SOLAS Warranty. Owner warrants the Vessel is in possession of a Control Verification Certificate issued by the United States Coast Guard in accordance with Regulation 19, chapter 1 of the International Convention for the Safety of Life at Sea, 1974, as amended. The certificate shall be current and shall have been issued within two years of the date of delivery of the Vessel. Owner will provide Charterer with satisfactory evidence of compliance if required to do so. Charterer shall not be liable to Owner for hire or for costs of delay as a result of any delay caused by non-compliance.

(6) Certificate (Casualty). Owner warrants that the Vessel is in possession of a current Certificate (Casualty) issued by the Federal Maritime Commission in accordance with Part 540, Subpart B of 49 C.F.R. Owner will provide Charterer with satisfactory evidence of compliance if required to do so. Charterer shall not be liable to Owner for hire or for costs of delay as a result of any delay caused by non-compliance.

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

(p) **Reserved**

(q) **Other compliances** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The box format.
(2) Paragraphs (b), (d), (g), (i), (q) and (r) of FAR 52.212-4.
(3) The clauses at DFARS 252.212-7001 and FAR 52.212-5.
(4) The remaining paragraphs of FAR 52.212-4.
(5) Any addenda within this solicitation or contract, including any license agreements for computer software.
(6) The Standard Form 1449.
(7) Solicitation provisions if this is a solicitation.
(8) Other documents, exhibits, and attachments.

(t) **Central Contractor Registration (CCR)**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

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

(a) **Charter Hire**

(1) Hire Rates. Charter hire for services under this Charter Party shall be payable at the applicable rates stipulated in Boxes 14A – 16C and shall be earned at the expiration of each fifteen (15) days of the charter period. Except as otherwise provided herein, said hire rates shall be considered payment in full for all services of the Vessel and Associated Equipment under this Charter including all overtime (including but not limited to crew overtime/penalty time required for the opening and closing of hatches), penalty time, bonuses, payments, and emoluments payable to Master, Officers, and crew for services under this Charter, irrespective of the geographic scope of said service. Said hire rates are exclusive of the costs of fuel and port charges, which are addressed at Parts IV(p) (Fuel) and IV(n) (Port Charges and Expenses) below, and other reimbursable expenses.

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

(b) **Mission** (Reserved)

(c) **Reporting Requirements**

(1) Charterer's Instructions. The Charterer shall furnish the Master with all requisite instructions and sailing directions in writing, including COMSC Instruction 3121.9, "Standard Operating Manual," as revised. The Master shall exercise due diligence to observe all such orders and instructions of the Charterer in respect of the Charterer's employment of the Vessel's services. Reports required of the Vessel include, without limitation, the following:

(i) Movement reports (see COMSCINST 3123.5H, as amended, and COMSCINST 3121.9 section 2-2-5, as amended);
(ii) Prearrival reports (see COMSCINST 3121.9 sections 2-10-3, 2-2-7, and 2-2-8, as amended);
(iii) Casualty reports (see COMSCINST 3121.9 sections 2-11-1 through 2-11-5, as amended); and
(iv) Dry-cargo reports (see COMSCINST 3121.9 section B-2-3-5, as amended).

(d) **Crew Qualifications**

(1) The Master of the Vessel shall be under the direction of the Charterer as regards the employment of the Vessel but shall not be under Charterer's orders as regards navigation, care, and custody of the Vessel.

(2) Conduct of Master, Officers, and Crew. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, Officers, or crew, the Owner shall, on receiving particulars of the complaint, investigate the matter and, if necessary, make a change in personnel. The Master, Officers, and crew of this Vessel shall be appointed or hired by the Owner and shall be deemed to be the servants and agents of the Owner at all times except as otherwise specified in this Charter.

(e) **Cleaning**

(1) Delivery. Upon delivery in accordance with Part IV(b) (Delivery) below, all berthing spaces and spaces utilized by passengers shall be clean.

(f) **MARAD Construction Differential Subsidy (CDS) (MSC 5252.247-9844 (Jun 1998))**
The contractor, if operating a Vessel or vessels built with Construction Differential Subsidy (CDS) unequivocally agrees that there will be no increase in contract price due to any liability to repay CDS which such Contractor may incur.

(g) **Reserved**

(h) **Reach and Burthen**

(1) Unless specifically disclaimed in Part I herein, the whole reach and burthen of the Vessel (which is, in the Vessel's traditional employment, accessible to passengers and the carriage of passengers' possessions) shall be available for any appropriate use by Charterer at no additional cost.

(i) **Reserved**

(j) **Reserved**

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

(a) **General Definitions**

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

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

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

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

"**CFE**" - Contractor-furnished equipment

"**Charter**" - Interchangeable with "Charter Party"

"**Charterer**" - The United States of America

"**Charter Party**" - This document when executed; interchangeable with "contract" and "Charter"

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

"**CHOP**" - Charterer's option

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

"**COMSCINST**" - COMSC Instruction

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

"Contracting Officer's Representative (COR) (DFARS 202.101, JAN 2002)" - means an individual designated (in accordance with subsection 201.602-2 of the DFARS) and authorized in writing by the contracting officer to perform specific technical or administrative functions.

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

"**Contractor**" - Interchangeable with "Owner"

"**Crew**" - Of the Vessel identified at Box 7

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

"**DOD**" - Department of Defense

"**DWT**" – Deadweight

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

"**FCC**" - Federal Communications Commission

"**FEU**" - Forty-foot equivalent unit (container volume measure)

"**FLO/FLO**" - Float-on, float-off loading/discharging process

"**FOS**" - see "Full Operational Status"

"**Ft**" - feet

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

"**GFP**" - Government-furnished property (see FAR 52.245-2 in Part VIII below)

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

"**Government Personnel**" - All embarked personnel not employed by the Owner, including military personnel and Government-employed civilians

"**hp**" – horsepower [1 hp equals 0.745799 kW]

"**kPa**" - kilo Pascal [1 kPa equals 20.886 psf]

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

"**LASH**" - Lighter-aboard-ship vessel type

"**LO/LO**" - Lift-on, lift-off loading/discharging process

"**LT**" - Long Ton (2,240 pounds weight)

"m" – meter

"Master" - Of the Vessel identified in Box 7

"Moderate Weather" - Conditions up to and including sustained winds of Beaufort Force 5

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

"MT" - Measurement Ton (forty cubic feet volume)

"N/A" – Not Applicable to this Charter Party.

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

"Owner" - That entity exercising commercial control of the Vessel identified in Box 7; interchangeable with "contractor" and "offeror" and to include disponent owners and all the shipowner's and disponent owner's agents, employees, independent contractors, Master, Officers, and crew. Owner and Contractor have the same meaning.

"P&I" - Marine protection and indemnity insurance

"Passenger" – as used in this charter only, means an evacuee or other person for whom the Contractor is required by the Government to provide accommodations or access to the vessel, which may include Government Personnel and state or local government personnel.

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

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

"Psf" - pounds per square foot (load measure)

"Readiness" - See paragraph (i) below

"Reduced Operational Status" - see paragraph (q) below

"RFP" - Request for Proposals; interchangeable with solicitation

"RO/RO" - Roll-on/Roll-off loading/discharging process

"ROS" - Reduced operational status (see paragraph (q) below)

"SDWT" - Deadweight capacity, to assigned summer mean draft

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

"**SWL**" - Safe Working Load

"**t**" - Metric Ton

"**TEU**" - Twenty-foot equivalent unit (container volume measure)

"**TIN**" - Taxpayer Identification Number (see FAR 52.204-03 at XII(b) below)

"**USCG**" - United States Coast Guard

"**USD**" - U.S. dollars

"**Vessel**" - Identified at Box 7

"**WOG**" - Without guaranty

(b) **Delivery (MSC 5252.247-9804 (Jun 1998))**

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

(2) Condition. The Vessel and all Associated Equipment shall be, insofar as due diligence can make them so, seaworthy, properly and efficiently manned and trained, equipped, supplied, and in every way suitable and adequately fitted for and in all respects ready for the service

contemplated under this Charter Party. The Owner shall exercise due diligence to maintain the Vessel and Associated Equipment in such state during the period of the Charter Party.

(c) **Redelivery** Unless lost, the Vessel shall be redelivered at a port or place in accordance with Box 3. No redelivery notice shall be provided.

(d) **Ports/Places (MSC 5252.247-9810 (Jun 1998))**

(1) Safety. The Charterer shall exercise due diligence to order the Vessel to safe berths or places (or alongside vessels or lighters reachable on her arrival and designated/procured by Charterer) that the Vessel can approach, lie at, and depart from always accessible, always afloat.

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

(e) **Charter Period** This Charter Party shall be for the period designated in Box 4, commencing upon the date set forth in Box 4 and continuing until either the date of her redelivery or the completion of the voyage then current, at Charterer's sole option. The optional period shall be stated in Box 4. The optional period shall be in direct continuation. The optional period shall be without guaranty, at Charterer's sole option. The optional period shall be declared no later than ninety days prior to the end of the initial term. If the Charterer exercises any option to cancel this Charter as specified at Box 4, such option to redeliver the Vessel to the Owner shall be in accordance with the prior-notice time frames identified at paragraph (c) (Redelivery) above.

(f) **Drydock**

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

(2) Suspension of Hire. In case of drydocking, pursuant to this paragraph (f), at a port where Vessel is to load, discharge, or bunker under Charterer's orders, hire shall be suspended from the time the Vessel receives free pratique on arrival, if in ballast, or upon completion of discharge of cargo, if loaded, until Vessel is again ready for service. In case of drydocking at a port other than where Vessel loads, discharges or bunkers, payment of hire shall cease from the time of deviation

until the Vessel is again ready and in a position not less favorable to the Charterer than that at which such deviation occurred.

(g) **Insurance**

(1) General. During the full period of this Charter Party, Owner shall maintain marine insurance coverage on the Vessel (including cover against pollution damage and cargo loss), including Hull and Machinery, Protection and Indemnity (P&I) and War Risk P&I. Except as otherwise provided in this Charter Party, the expense for such insurance coverages shall be for the Owner's account and shall be deemed to be included in the hire payable under this Charter Party.

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

(3) Limitation of Liability. Except as otherwise specifically provided herein, the Charterer shall not be liable for any loss, damage, expense, cost, or liability whatsoever and howsoever incurred by the Owner or Vessel, or which are imposed upon Owner or Vessel by operation of law. Any amount due Owner under this paragraph (g) shall be subject to setoff by Charterer to the extent of any amount recovered under insurance carried by Owner, or to the extent of any amount recoverable under insurance required by subparagraph (1) above.

(4) Notification to Charterer. Owner shall, to the maximum extent practicable, keep the Charterer, through the Contracting Officer, currently informed in writing as to the potential vitiation, suspension, lapse, or termination of any of Vessel's insurance policies as a consequence of this Charter Party.

(5) Insurance Reimbursement. MSC shall reimburse Contractor for the following:

A. War Risk P&I: Additional premiums for insurers to reduce Owner's self-insured retention on War Risk P&I, not to exceed a total, in the aggregate, of $2,000,000 of additional premiums during the Initial Term of contracts N00033-05-C-5611, N00033-05-C-5612, and N00033-05-C-5613 and a total, in the aggregate, of [ ] during the Option Term, if exercised.

B. Other Additional Premiums: Additional P&I and/or Hull (*i.e.*, Hull and Machinery and/or War Risk Hull) premiums assessed by insurers due to the terms of this Charter Party, not to exceed a total, in the aggregate, of $5,000,000 of maximum additional premiums during the Initial Term contracts N00033-05-C-5611, N00033-05-C-5612, and N00033-05-C-5613 and a total, in the aggregate, of [ ] during the Option Term, if exercised.

(6) Waiver of the Right of Subrogation. Underwriters shall waive all right of subrogation against the Government.

(h) **War (MSC 5252.232-9812 (Oct 1998))**

(1) Voyage Instructions. If Vessel is ordered under this Charter Party to any port, place, zone, or route involved in a state of war, warlike operations or hostilities, civil strife, or piracy (whether there be a declaration of war or not) where it might reasonably be expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), it shall be unreasonable for Owner not to prosecute said voyage instructions if insurance against said risks is then available commercially or under a Government program or if the Government offers Owner an indemnity under Public Law 85-804 against losses that would be covered by such insurance. In the event of the existence of said risks, Charterer shall, to the extent provided in this paragraph (h), assume provable additional costs of wages (including all additional bonuses and payments required) and insurance and all taxes associated therewith properly incurred by Owner as a consequence of service under this Charter Party.

(2) Additional Wage Costs. Charterer shall reimburse Owner for provable additional costs (including taxes associated therewith) incurred pursuant to this Charter Party as a consequence of the risks identified at subparagraph (1) above for (i) wages of Master, Officers, or crew and (ii) required payments or bonuses to Master, Officers, or crew. However, any of said wages or payments shall not exceed in amount that which would be payable, under applicable laws and regulations, to U.S. civil service mariners in the employ of the Military Sealift Command in a similar port, place, zone, or route.

(3) Additional Insurance Costs. Charterer shall reimburse Owner for provable additional costs of premia and taxes associated therewith (over and above such costs in effect on the Charter Party Date) reasonably incurred pursuant to this Charter Party as a consequence of the risks identified at subparagraph (1) above in the Vessel's War Risk Hull & Machinery policy, in the Vessel's War Risk Protection & Indemnity policy, and in any war risk policy on the lives of or for injuries to officers and crew. Provided, however, that except as provided under IV(g)(5), above, no proportion of additional premia allocable to insuring an amount in excess of the insured value of the Vessel (as of the Charter Party Date) shall be reimbursable by Charterer in respect of any of the foregoing war risk policies. Provided further that Owner shall apply for and remit to Charterer as savings any rebates by reason of Vessel trading in lower-premium war risk areas. All foregoing war risk policies shall include a waiver of subrogation against the United States. Alternatively, with respect to any area(s) excluded by war risk trading warranties under Owner's commercial war risk insurance coverage, in Charterer's sole option, and at no cost to the Government, Charterer may delete this subparagraph with twenty-four hours notice, in which case (i) Part V(g) (Time Charter War Risk Coverage) below shall automatically be effective; or (ii) the Government shall offer an indemnity under Public Law 85-804.

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

(5) Owner must immediately notify Charterer of any changes in the vessel's commercial war risk insurance, including but not limited to, extensions of war risk exclusion zones and increases in commercial war risk insurance premiums. Owners must secure Charterer's permission prior to entry into any commercial war risk exclusion zones before incurring liability for additional premiums.

(i) **Readiness (MSC 5252.246-9810 (Jun 1998))** Readiness is a required service of the Vessel. Readiness shall be defined as the ability of a Vessel and Associated Equipment to perform the function for which designed, built, or chartered, including the ability to deploy without delays, whether or not so ordered to perform. If there is a degradation of this readiness, such that actual performance or condition of the Vessel or Associated Equipment shows any failure to satisfy one or more of the Owner's warranties or renders the Vessel in less than a fully efficient state, the hire will be proportionately decreased so as to indemnify the Charterer to the extent of such failure, this Charter Party to remain otherwise unaffected. Failure of the parties to agree upon the extent of the proportional decrease in hire shall be a dispute under the clause entitled "Disputes" incorporated herein by reference in Part II(d) above. Nothing in this clause shall limit the rights of the Charterer to place the Vessel off-hire pursuant to paragraph (j) (Off-Hire) below.

(j) **Off-Hire**

(1) General. In the event of the loss of time resulting from deficiency and/or default of men including but not limited to misconduct, illness, injury, strikes, labor disruptions, lockouts; deficiency of stores; fire; breakdown of or damages to hull, machinery, or equipment; collision; stranding; grounding; detention by authorities; average accidents to Vessel or cargo unless resulting from inherent vice, quality, or defect of the cargo; repairs; inspections; drydocking for the purpose of examination or painting bottom; or deviation for the purpose of landing any ill or injured person on board other than any passenger, supercargo, or military personnel who may be carried at Charterer's request; or by any other cause whatsoever preventing the full working of the Vessel; the payment of hire shall cease for all time lost until the Vessel is again ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. Should the Vessel deviate or put back during a voyage contrary to the orders or directions of the Charterer for any reason, the hire is to be suspended from the time of her deviating or putting back until she is again ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. When the period of time lost to the Charterer on any one occasion is less than four (4) consecutive hours (or twelve (12) consecutive hours while in prepositioning service), the hire shall not be reduced for such period.

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

(3) Delays/Excessive Fuel Consumption. If upon any passage the Vessel (i) fails to make the warranted speed in Boxes 58-59 or if her warranted fuel consumption exceeds that in Boxes 60-63, either or both of which are due to defect in or breakdown of any part of her hull, machinery, or equipment; casualty; or inefficiency of Master, Officers, or crew or their failure to proceed with utmost dispatch, and (ii) is delayed more than twelve (12) hours, the hire for the time lost and any cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice shall be for Charterer's account.

(k) **Government Personnel (MSC 5252.247-9858 (Jun 1998))**

(1) Reserved

(2) Government Personnel. Owner shall provide sufficient lifesaving equipment for Government Personnel in accordance with SOLAS and all other applicable regulatory requirements.

(3) Charterer's Liability. The Charterer shall be liable to the Owner for any loss of the Vessel's fittings or appurtenances or any damage to the Vessel, her fittings, or appurtenances caused by the act of persons put aboard by Charterer to the extent such loss or damage is not payable under the Vessel's insurance policies. The Charterer and Owner shall conduct a redelivery inspection. The results of the redelivery inspection shall indicate these damages or losses for which the Government shall be responsible in accordance with this clause.

(4) Reserved

(l) **Time Lost (MSC 5252.246-9812 (Jun 1998))**

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

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

(m) **Negligence of Pilots (MSC 5252.247-9815 (Feb 1999))** The Government, as Charterer, shall not be held responsible, liable, or accountable for losses sustained by the Owner or the Vessel through the negligence of pilots or tugboats although engaged by the Charterer. Pilots and tugboats shall be considered servants of the Owner.

(n) **Port Charges and Expenses (MSC 5252.232-9811 (Jun 1998))**

(1) Expenses for Charterer. Except as otherwise provided herein, Charterer shall pay all wharfage, dockage, canal tolls, dues, taxes, and similar port charges imposed by public authority

including consular charges (except those pertaining to the Master, Officers, and crew) incurred by the Vessel in ports visited pursuant to Charterer's direction. Agency fees, provided not incurred for the convenience of the Vessel or Owner, shall also be for Charterer's account. The Charterer shall pay all pilotage charged to the Vessel; however, in no case shall the Charterer reimburse the Owner for pilotage paid to the Master or other members of the crew. Surveyors or consultants as mutually agreed may be retained under this Charter in order to facilitate fact-finding in respect of actual or potential claim actions or for inspections or surveys generally; the costs therefor shall be as mutually agreed and, if for Charterer's account, said costs shall be incurred only after prior written approval from the Contracting Officer.

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

(o) **Owner's Obligation**

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

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

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

(p) **Fuel (MSC 5252.247-9821 (Jun 1998))**

(1) Delivery Bunkers. Upon delivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount and grade of fuel on board at the time of delivery with such additional verification as the Contracting Officer may require and the Charterer shall pay the Owner for such fuel at the current market price at the port of delivery upon certification and verification of such statement by the Contracting Officer. The Charterer shall pay for the on-hire bunker survey if performed by an independent surveyor and required by the Contracting Officer. The Owner shall provide additional bunkers as may be required by the Charterer prior to the acceptance of the Vessel by the Charterer; and the Charterer shall reimburse the Owner all costs directly connected with the bunkering of the additional fuel, including but not limited to lighterage, dockage and similar charges, and taxes related therewith.

(2) Provision of Fuel. The Charterer shall ordinarily supply or cause to be supplied any or all of the fuel required by the Vessel during the period of this Charter. The grade of such fuel is to be specified by the Owner, and the grade supplied shall be at least that grade unless otherwise mutually agreed. For charters exceeding six months, the Government shall be responsible for any fuel testing. For charters less than six months, the Owner shall be responsible for any fuel testing. Testing laboratory confirmation of compatibility and specifications of newly on-board delivered fuel shall constitute acceptance by Owner. The Vessel shall not be off-hire in the event of delay resulting from the supply of fuel found to be off specification, unless for want of due diligence by Owner. If the Owner loads such fuel on the Vessel at his own expense, the Charterer shall reimburse the Owner the reasonable expenses of such loading.

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

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

(5) Redelivery. Upon redelivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount of fuel on board at the time of redelivery. A bunker survey conducted by an independent bunker surveyor approved by the Charterer shall be performed at the port of redelivery or such other place as the Charterer shall direct, at Owner's time and expense. The Charterer shall be credited with the value of fuel on board at the time of redelivery, computed at the current market price at the port of redelivery.

(6) Reasonable Expenses. The term "reasonable expenses" as used in this paragraph, shall mean all reasonable costs excluding crew overtime which are necessarily incurred in loading said

fuel on board the Vessel such as expenses incurred at tanker terminal; loading fuel from lighters, barges, or other craft used as lighters, including lighterage, lighter demurrage, or detention incurred; cost of shifting lighters for the convenience of the Vessel, handling lighter lines; and such similar expenses which the Charterer shall find were necessarily incurred in the loading of fuel on the Vessel during the period of this Charter.

(7) Bunker Sampling Equipment. For charters exceeding six months, the Owner shall provide and install a "drip-type" fuel oil testing flange for use by the Government in fuel oil testing. Upon award, Charterer shall provide instructions concerning frequency and mailing of samples.

(q) **Reduced Operational Status (Layup) (MSC 5252.212-9805 (Jun 1998))**

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

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

(r) **Waiver of Claims (MSC 5252.233-9801 (Jun 1998))** With the exception of invoices or claims relating to an increase in crew wages required by the Service Contract Act and state, local, and/or municipal taxes, all invoices or claims whatsoever for moneys due the Owner under this Charter must be submitted not later than one year after the relevant period of service. Invoices or claims relating to an increase in crew wages required by the Service Contract Act must be submitted not later than two years after the relevant period of service. Invoices or claims relating to state, local, and/or municipal taxes must be submitted not later than three years after the relevant period of service. Any said claim or invoice not so submitted shall be deemed waived by the Owner.

(s) **Charter Not a Demise (MSC 5252.247-9823 (Dec 1988))** Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer, the Owner under this Charter retaining complete and exclusive possession and control of the Vessel and her navigation.

(t) **Subcharter (MSC 5252.247-9822 (Dec 1988))** The Charterer shall have the right, but only with the prior written consent of the Owner, to subcharter or agree to subcharter the Vessel (and/or sublet to third parties areas thereof) under any form of time or voyage charter. If Charterer shall enter into any such charter, Charterer shall nevertheless remain responsible for the performance of this Charter. Any such subcharter shall include a provision that it is subject to the provisions of this Charter.

(u) **Reserved**

(v) **General Average (MSC 5252.247-9818 (Oct 1998))** General average shall be adjusted, stated and settled according to the York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in the port of New York and according to the laws and usages of the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the date made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the Vessel. Notwithstanding the foregoing, Charterer's contributions in general average shall in no event exceed three times Owner's contribution for any single general average incident.

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

(x) **Limitations (MSC 5252.247-9832 (Jan 1999))** The Owner shall have the benefit of all limitations of and exemptions from liability accorded to the Owner or Chartered Owner of the Vessel by any statute or rule of law for the time being in force except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or such statute or rule of law limiting the Contractor's liability is subordinate to any statutorily mandated provision of this Charter Party by operation of law. Nothing in this Charter Party shall operate to limit or deprive the Owner of any statutory exceptions or limitation of liability (against parties other than the Charterer) on the theory of personal contract or otherwise.

(y) **Alterations (MSC 5252.245-9801 (Jun 1998))** The Charterer shall be at liberty to make any additional alterations it may require beyond what is on board at the commencement of the Charter, such work to be done at Charterer's expense and on its time. The Charterer shall thereafter, during the period of this Charter, leave the Vessel in her original condition, ordinary wear and tear excepted, provided that the Contracting Officer is notified in writing within 30

days of completion of any alteration that the Contractor requests such restoration or removal. The Charterer shall be at liberty to install any equipment or defensive armament (including demagnetization by installed equipment or other process, e.g., degaussing, wiping, or deperming), to install any additional gear or equipment for loading, carrying or discharging cargoes, and to repaint the Vessel. Such work shall be done at the Charterer's expense and on its time and shall not be such as to be in contravention of any applicable law of the United States or regulation made pursuant thereto. Such equipment, armament, materials, and gear so fitted are to be considered "Government Property" under the terms of FAR clause 52.245-02 incorporated by reference in Part VIII hereof. The Charterer shall, during the period of the Charter, remove the same together with any alterations and additions thereto at its expense and time and shall restore the Vessel to her condition and color prior to such changes, ordinary wear and tear excepted. The Government shall have the right to abandon in place any alteration or Government furnished property, unless the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal.

(z) **Reimbursable Supplies and Services**

(1) The Government will reimburse the Contractor only for the actual price paid for those supplies and services (including those covered by Box 6), that are expressly identified as reimbursable items by this contract. "Actual price" paid by the Contractor for such supplies and services includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" includes the amount paid by Contractor for any item identified as reimbursable in Box 6. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services, provided, however, that the parties shall in good faith negotiate reimbursement for handling charges that constitute extraordinary expenses of the type not typically incurred in cruise ship operations and Owner shall to the maximum extent practicable give Charterer prior notice of the incurrence of such expenses and seek Charterer's prior approval.

(2) With the exception of insurance premiums, state, local and municipal taxes, wage increases necessitated by compliance with the Service Contract Act, and drydock availability cancellation fees, to be eligible to receive reimbursement for services and supplies identified in this contract as reimbursable items and obtained in support of this contract, the Contractor must obtain quotes consistent with its commercial practice, except with respect to emergency supplies and services needed on an expedited basis. Contractor must ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. In the case of fuel purchases, unless directed otherwise by the Contracting Officer, the Contractor shall provide the documentation listed in subparagraphs (i) through (iii) below to the Contracting Officer for approval prior to purchasing fuel. For purchases of services and supplies and other than fuel, the Contractor need provide the aforementioned documentation only when requested by the Contracting Officer. The Contractor shall maintain documentation of all

reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.

(i) A description of the supplies or services to be obtained;

(ii) Identification of the party from whom the supplies or services were obtained and the price; and

(iii) Any price quotes, when applicable.

Contractor may at any time request in writing on a case-by-case basis that Charterer contract directly with third parties for the provision of specified items that would otherwise be reimbursable by Charterer hereunder. In each case Charterer may, in its sole discretion, accept or reject such request to contract.

(3) With the exception of insurance premiums, state, local and municipal taxes, wage increases necessitated by compliance with the Service Contract Act, and drydock availability cancellation fees, the Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her reasonable discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies and services was fair and reasonable.

(4) When the Contractor expects total funding expended for reimbursable items to reach 50 percent of the total funds available on each Reimbursable Supplies and Services CLIN, the Contractor may notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contracting Officer will make reasonable efforts to determine whether additional funding will be made available and the estimated amount of such funding. Regardless, the Contractor shall not exceed or incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered.

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

(6) The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN; provided, however, that nothing herein shall be deemed to preclude Owner from filing a claim for amounts to which it would otherwise be entitled for such reimbursement.

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

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

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

(aa) **Standards of Appearance (MSC 5252.247-9864 (Jun 1998))** It is important that the Vessel operation meets the highest possible standards of appearance and Vessel smartness. To this end, the Owner and operator will institute a continuous program of Vessel maintenance. The hull, decks, deckhouse, and all appurtenances will be cleaned and preserved as necessary and painted as required. The interior of the Vessel's deckhouses will be maintained in a clean and orderly state, with all equipage properly and securely stowed. The main and auxiliary machinery spaces will be kept clean and free of excessive accumulations of oil and debris. All spaces will be lighted to allow safe operation and correct maintenance of machinery and equipment.

(ab) **Savings (MSC 5252.232-9813 (Jun 1998))** The Owner agrees that any refunds, rebates, credits, discounts, insurance payments, or other amounts (including any interest thereon) accruing to or received by the Owner under this Charter shall be paid by the Owner to the Government to the extent that they are properly allocable to costs, expenses, or reimbursements for which the Owner has been reimbursed by the Government under the terms of this Charter. The foregoing shall apply to any savings to the Owner resulting from a fleet reduction, applied on a pro rata basis.

(ac) **Law Governing (MSC 5252.247-9833 (Jun 1998))** This Charter Party shall be governed by the laws of the United States.

(ad) **Substitution** Owner may, at any time, propose to substitute a vessel or vessels for that proposed or contracted for, which nominated vessel or vessels shall conform to the requirements of this solicitation. Such proposal or proposals shall be subject to Charterer's sole discretion and approval.

(ae) **Reserved**

(af) **Method of Payment** If payments under this contract are to be made by check and the contractor elects that the Payment Office send the check via Federal Express, the contractor shall include such instruction and the contractor's Federal Express account number when submitting the invoice for payment.

(ag) **Reserved**

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

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

Reserved

VI. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JULY 2005)

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

__ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

__ (ii) Alternate I (Mar 1999) of 52.219-5.

__ (iii) Alternate II (June 2003) of 52.219-5.

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

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

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

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

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

_x_ (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

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

__ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JULY 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_x_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

__ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

__ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_x_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

_x_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

_x_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

_x_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

_x_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

__ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

__ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

__ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

__ (ii) Alternate I (Jan 2004) of 52.225-3.

__ (iii) Alternate II (Jan 2004) of 52.225-3.

__ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

__ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

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

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

__ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

_x_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

__ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_x_ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

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

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

__ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

FAR 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office: N8

Name:	Military Sealift Command
Mailing Address:	Attn: Code N86 914 Charles Morris Court, SE Washington Navy Yard, DC 20398-5540
Telephone Number:	
Person to Contact:	
Electronic Address:	

VII. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUNE 2005)

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

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

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

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

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

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

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

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (☐ Alternate I) (APR 2003) (Section 8064 of Pub. L. 106-259).

☐ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

☐ 252.225-7036 Buy American Act--Free Trade Agreements-Balance of Payments Program (JUN 2005)
(☐ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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

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

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

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

VIII. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov/far/
http://www.acq.osd.mil/dp/dars/dfars.html

(Contracting Officer check as appropriate.)

_____ (1) FAR 52.217-8 Option to Extend Services (NOV 1999) [insert 20 days into the last sentence.]

_____ (2) FAR 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996)

_____ (3) FAR 52.219-7 Notice of Partial Small Business Set-Aside (JUL 1996)

__X__ (4) FAR 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (MAY 1999)

(c) Designated Office:
Name:
Military Sealift Command

Mailing Address:
Washington Navy Yard
ATTN: Code N8
914 Charles Morris Court, SE
Washington, DC 20398-5540

Telephone Number:

Person to Contact:

Electronic Address:

__X__ (5) FAR 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989)

_____ (6) Reserved

_____ (7) DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994)

_____ (8) DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (JUN 1998)

__X__ (9) DFARS 252.245-7001 Reports of Government Property (MAY 1994)

_____ (10) DFARS 252.247-7025 Reflagging or Repair Work (MAY 1995)