ATTACHMENT 2

STATEMENT OF WORK

The Contractor is responsible for performing services in accordance with the following statement of work specifications, and in accordance with all other terms and conditions contained in the Solicitation/contract.

A. HUSBANDING SERVICES TO BE PROVIDED BY CONTRACTOR:

The items to be furnished under this contract include Husbanding Services for U.S. Navy, U.S. Coast Guard, and U.S. Military Sealift Command ships in ports throughout the western coast of Mexico, including but not limited to, Acapulco, Mazatlan, Manzanillo, Cabo San Lucas, Ensenada, Puerto Vallarta, La Paz, Salina Cruz and Lazaro Cardena. The contract is also authorized for use by Canadian vessels in any port(s) covered by this contract.

The Contractor shall provide husbanding services as described in this attachment and other sections herein, and shall also arrange for any official supplies and services to be sub-contracted in accordance with the terms and conditions of this contract. As consideration for the performance of these services, the Contractor shall be paid the applicable Husbanding Fee set forth in the Billing/Pricing Schedule, Attachment 1. This payment constitutes total consideration for performance of these services, including all overhead and office expenses (e.g., telephone, telex, postage, etc.) and Contractor overtime.

Performance of services includes providing for any required services and/or supplies which may be ordered in accordance with the terms of the contract and in compliance with the following specifications. The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field.

Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the workers, the public, and the property of others. **The Contractor must have Internet capability** sufficient for transmission and receipt of logistics requirements (LOGREQ) information, electronically generated delivery orders, and submission of reports required by paragraph B.23 below.

1. PRELIMINARY ARRANGEMENTS:

Upon receipt of notification by the Contracting officer/Ordering Officer of a forthcoming visit by a U.S. or authorized Canadian vessel, the Contractor shall make all necessary preliminary arrangements with port authorities, other Government contractors and/or sub-contractors, US Defense

Attach6 Office, local and/or Federal Mexican Government officials, and other commercial firms, as necessary, in order to provide the specific services required, at the times requested, and at the prices set forth in the Billing/Pricing Schedule, Attachment 1.

Any supplies and/or services ordered which are coded "To Be Negotiated" (TBN), and which the contractor will be responsible for providing, shall be negotiated at the time the order is issued and/or modified. Although notification of pending ship visits will normally be provided 10-30 days in advance of the ships' arrival, services may occasionally be required on an immediate and/or urgent basis. The Contractor shall make arrangements for Customs, Immigration, Agricultural Department, etc., representatives to meet the ship on arrival to complete all port entry formalities and requirements, as appropriate for each vessel.

2. **INITIAL BOARDING:**

(a) The Contractor shall board each ship upon arrival to discuss ship's requirements and provide arrival briefing. (Failure to board upon arrival may result in a payment adjustment in accordance with Attachment 4 herein.) If multiple U.S. Navy (USS) ships, Military Sealift Command ships (USNS), and/or U.S. Coast Guard vessels arrive within the same day and in the same port, initial boarding shall be accomplished within two (2) hours after arrival of each ship.

(1) Additional ports may be added during the contract period of performance as operational requirements change. For such additional non-navy ports, the necessity of continuous on-site availability of the Husbanding Agent (rather than local subcontracted support) shall he negotiated between the Contracting Officer/Ordering officer and the Contractor, based on the specific requirements of each port visit.

(b) The Contractor shall provide to each ship, upon initial boarding, a copy of the applicable delivery order; a copy of this contract, if requested and if the ship has not previously been provided with one; translated copies of applicable port tariffs; and current pricing information for frequently ordered supplies or services provided by other sources within the port (e.g. FF&V, Laundry, et.); and shall also have available any other information identified and/or provided by FISC San Diego for distribution to ships, such as port service bulletins, customer service guides, evaluation forms, etc. In the event that the ship identifies additional requirements not specified in the LOGREQ and/or delivery order, the Contractor shall IMMEDIATELY notify the Contracting officer/Ordering officer. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR ARRANGE FOR SUCH ADDITIONAL REQUIREMENTS PRIOR TO RECEIPT OF VERBAL OR WRITTEN AUTHORIZATION FROM THE CONTRACTING OFFICER/ORDERING OFFICER. Payment for services and/or supplies provided by the Contractor without the proper authorization is NOT guaranteed, and the Contractor provides such supplies/services at his/her own risk.

(c) The Contractor shall, upon initial boarding, be prepared to brief ship personnel on types and availability of local area public transportation; availability of emergency services, including environmental and medical; local regulations; after hours phone numbers and emergency response procedures. In addition, the Contractor shall brief ship personnel, if

requested, on any available athletic and recreational facilities in the geographical vicinity of the port. Such information shall include the location, hours of operation, and cost of such facilities, including but not limited to: soccer fields, basketball courts, swimming areas, golf courses; as well as the availability of local teams for competitive athletics and information regarding the availability and pricing of tours, local points of interest, etc.

(d) The Contractor shall also, upon initial boarding, be prepared to brief ship personnel and make suggestions/recommendations regarding local charitable organizations and/or institutions suitable for HANDCLASP and/or COMREL projects, upon request.

(e) The Contractor shall provide the following currency exchange assistance:

(1) U.S. Currency Accepted Ports - The Contractor shall investigate and verify that a majority of local businesses, restaurants, public transportation, tour facilities, etc. will accept U.S. currency prior to notifying the Contracting Officer that currency exchange is not necessary for a particular ship's port visit, and the Contracting Officer shall forward this information to the ship in the official LOGREQ response message. The Contractor shall provide information on availability and location of Automatic Teller Machines (ATMs) for ships' personnel desiring to obtain Mexican pesos; AND the Contractor shall also provide information regarding local money exchange facilities/banks offering the best currency exchange rates in the local port, when requested.

(2) Mexican Currency Required Ports - The Contractor shall identify ports where U.S. currency is not readily acceptable, and where ships' personnel will need to exchange currency for use in the local port. For conversion of currency required for official ship's business, the Contractor shall accompany the ship's disbursing or supply officer, or other designated ship's representative, to the nearest bank or money exchange where US dollars may be exchanged for Mexican pesos at a rate of exchange consistent with the most advantageous rates available at the time. THE CONTRACTOR IS NOT RESPONSIBLE FOR ESCORTING INDIVIDUAL CREW MEMBERS TO CONVERT CURRENCY, but is required to make available information regarding location and availability of facilities authorized to exchange currency at the maximum rate currently available.

(f) The Contractor shall make arrangements for Customs, Immigration, Agricultural Department, local Police Department, etc. representatives to meet the ship on arrival to complete all port entry formalities/requirements and to provide port briefings as necessary and/or requested.

(g) The Contractor shall provide assistance, when requested, to Mexican Naval Liaison Officers, if assigned, in arranging and/or performing protocol functions. In the absence of an assigned Mexican Naval Liaison Officer, the Contractor shall provide information to appropriate ship's personnel regarding protocol functions and official visits authorized by US Defense Attach6 Officer (USDAO) Mexico. The Contractor shall, when requested, make arrangements for or assist in making arrangements relative to official visits

and/or functions with local dignitaries, ships' tours, official guest events, etc.

(h) The Contractor shall additionally provide assistance in obtaining customs clearance, if applicable, for parts, components, CASREP equipment, etc. shipped by NAVTPANS Norfolk, VA in conjunction with a specific ship's port visits.

(1) The Contractor shall make arrangements for receipt and onboard delivery of priority material, as directed by the Contracting Officer and in accordance with this subparagraph and paragraph B.13(b) of this statement of work. The Contractor shall IMMEDIATELY notify both NAVTRANS Norfolk, VA (commercial (757) 444-7381) AND the FISC San Diego Contracting officer when a shipment is received **after** the ship has departed the port. Verbal disposition and/or additional shipping instructions provided shall be confirmed in writing by the Contracting/ Ordering Officer within three (3) working days, via issuance of a modification to the specific delivery order.

(i) Any Husbanding Agents (Contractor Representatives) responsible for oversight and/or management of port visits shall at all times be professional in appearance and manner, with an attitude and demeanor appropriate for responding to ship's personnel, including foreign military service members, local governmental authorities, and/or foreign embassies/consulates.

3. **GENERAL ASSISTANCE**:

(a) The Contractor shall assist with any official requirements of the ship associated with it's port visit, as requested by the Contracting Officer/ordering officer on behalf of the ship's Commanding Officer, or designated representative. When ship's personnel request requirements not identified on the specific delivery order, **such requests shall be forwarded to the Contracting Officer/ordering Officer IMMEDIATELY**. The Contractor shall **NOT** make arrangements for such additional requirements until either verbal or written authorization has been received from the Contracting officer/ordering Officer.

(i) When services and/or supplies NOT specified in Attachment 1, (Billing/Pricing Schedule) are ordered, the Contracting Officer will modify the contract to incorporate such items, subsequent to negotiating prices and terms and conditions with the Contractor. The Contractor may be required to assist the Contracting Officer in identifying potential sources and obtaining competitive pricing, whenever practicable.

(b) The Contractor is NOT required to arrange unofficial requirements or personal requests from individual crewmembers.

(c) The Contractor shall provide assistance, as requested, to local military officials, as designated by the Contracting Officer/Ordering Officer, in arranging and/or performing protocol matters. This includes, but is not limited to, assisting with arrangements relative to official visits with local dignitaries, ships' tours, official quest lists and receptions, etc.

4. **ORDERING AND MONITORINGIPROGRESSING:**

(a) Based upon the specific delivery order, the Contractor shall ensure the timely filling of all ships' requirements in accordance with the provisions of this contract. The Contractor shall monitor the status of ships' orders to ensure timely and satisfactory performance. He shall visit the ship as necessary, but at least once daily unless other arrangements are made with the concurrence of the ship's Supply Officer. The Contractor shall be available (on call) at all times during the ship's visit to assist with any official requirements of the ship and/or to provide assistance to the ship regarding any problems encountered. The Contractor is neither authorized nor required to provide services or accept personal requests from individuals.

(b) For any ship which is in port in excess of seven (7) Consecutive calendar days, the Contracting Officer/Ordering Officer may reduce, by advance notice, the requirement for Husbanding Services until further notice. During the period of reduction, the Contractor is relieved of all Husbanding requirements specified by the Contracting Officer/Ordering officer as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting officer/Ordering officer via verbal and/or written modification of the delivery order (CHT, trash removal, potable water, etc.). Pro-rated Husbanding Fees will be paid for those days for which the Contracting Officer/Ordering officer reduced Husbanding Services. Such pro-rated fees shall be commensurate with the levels and types of services to be continued during the period of reduction, and shall be negotiated between the Contracting Officer/Ordering Officer and the Contractor PRIOR to commencement.

5. **PASSING SHIPS' ORDERS TO OTHER CONTRACTORS, INCLUDING OTHER GOVERNMENT CONTRACTORS:**

(a) The Contractor shall coordinate and pass orders to other Contractors, including those holding U.S. Government contracts for various supplies and services, as required. This service includes all actions necessary to facilitate the delivery and acceptance of supplies or services ordered, including routine administration as normally performed by the Contractor for the services listed herein, as well as the inspection of supplies and/or services furnished by other Government contractors.

(b) In addition, the Contractor shall combine all other Contractors/Subcontractors' invoices and present a consolidated bill for payment, in accordance with billing instructions set forth in Invoicing clauses incorporated into this solicitation/contract. The Contractor shall, upon receipt of payment, make timely disbursement of monies owed to all subcontractors/vendors. Any disputes or discrepancies arising from the order will be resolved directly between the Contractor and his subcontractor(s). Any disputes or discrepancies arising between the ship and the Contractor, which cannot be resolved, shall be referred to the Contracting Officer for final resolution/ settlement.

6. **LANGUAGE REOUIREMENTS AND INTERPRETER SERVICES**:

(a) All contractor personnel who deal directly with ships' personnel shall be fluent in English, i.e., they must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port(s).

(b) The Contractor is responsible for providing any interpreter services necessary to accomplish all tasks that are required for performance of services under this contract. This includes interpreter services for translation of official conferences and other Official functions as required.

7. **PRE-SAILING VISIT**:

(a) The Contractor shall schedule and make a visit to each ship prior to its sailing, at a time permitting the presentation of invoices for certification or a consolidated billing report. See the Invoicing clause(s) set forth herein for detailed instructions on billing procedures.

(b) The Contractor shall also relay at this time any late information on pilot and/or tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall normally be the Command Duty Officer or the ship's Supply Officer.

8. **Contractor Liaison/Representative**:

(a) The Contractor shall identify a single point of contact responsible for communication between the U.S. Government and the company. This person will be the sole point of contact for all matters pertaining to administration of the contract. The designated representative shall be the only contractor entity that contacts the U.S. Government concerning operational matters, invoice/payment issues, and or logistical arrangements.

B. SERVICES TO BE ARRANGED BY CONTRACTOR

Set forth below are specifications covering services (other than husbanding), that are the responsibility of the Contractor when expressly authorized under the terms of a delivery order. It is the responsibility of the Contractor to arrange, manage, and ensure timely performance of such services. The Contractor shall be fully liable for all aspects of performance of all services listed below which a ship requires, even though such services may be subcontracted (in part or in full). Any exceptions to this (e.g., due to natural disasters, port authority regulation changes, etc.) shall be allowable only upon the verbal and/or written approval of the Contracting Officer.

1. **FRESH PROVISIONS AND OTHER SUBSISTENCE ITEMS**:

(a) When notified by the Ordering Officer, the Contractor shall coordinate the ship's procurement of fresh provisions and other subsistence items, to include fresh fruits and vegetables, meat, fish and poultry

products, dairy foods and eggs, bakery products and other food and beverage products intended for immediate or for delayed consumption. Provisions may also include paper products, cleaning supplies, etc.

(b) If provisions are ordered, the Contractor shall first ascertain if there are existing U.S. Government contracts managed by Defense Logistics Agency (DLA) activities that can provide the types and quantities of provisions ordered, at fair and reasonable prices, and in accordance with the specified delivery schedule. If there is an existing DLA contract, the Contractor shall pass the order to the appropriate DLA office or activity, and shall coordinate the delivery of all provisions ordered.

(i) Whenever provisions are ordered under existing DLA contracts, the invoicing and payment procedures set forth herein are **NOT** applicable. Vendors under DLA contracts will submit invoices in accordance with the terms and conditions of their specific contract(s), NOT via the Husbanding Agent.

(ii) If there are no existing U.S. Government contracts; OR if the existing contract cannot: provide the types and quantities of provisions ordered, or meet the required delivery schedule, or provide prices which are fair and reasonable and which do not exceed those currently available in the local marketplace, the Husbanding Agent shall arrange for provisions to be provided from other sources.

(iii) When such provisions are ordered from other than Government sources, the Contractor shall comply with FAR 52.244-5, entitled "Competition in Subcontracting", incorporated into this contract by reference. The Contractor is required to solicit competition from reputable local businesses, when practical, taking into consideration adequate quality control factors. The Contractor shall provide the Contracting Officer/Ordering officer with documentation supporting such efforts, including competitive price lists. The Contracting Officer, in conjunction with the ship's Supply Officer, shall determine which source will be utilized for provisions, and shall incorporate the appropriate source and applicable pricing and terms and conditions, including delivery schedules, into the delivery order. The Contractor shall NOT add any surcharge(s) to the price of provisions ordered, nor to any delivery expenses; the Contractor shall receive his reimbursement solely via the daily husbanding rates set forth in Attachment 1, Billing/Pricing Schedule.

(c) The Contractor shall advise the Contracting/Ordering officer, via their LOGREQ response, if out-of-season items are not readily available and/or are not reasonably priced, and shall recommend substitutes when appropriate. The Contractor shall coordinate and assist in deliveries, if required, in order to avoid delayed deliveries or delivery of unacceptable provisions.

(d) All such provisions provided shall be subject to inspection by authorized ship's personnel. Any provisions not meeting U.S. Government health regulations/requirements shall be rejected as unacceptable and shall be removed by the local source of supply. The Supply Officer of the individual ship shall be the final authority for acceptance of perishable and non-perishable provisions. Provisions not accepted shall be removed from the ship and the Contractor shall obtain replacement provisions in a timely

manner. The Contractor will NOT be reimbursed for unacceptable provisions.

(e) In addition to paragraph (d) above, local sources proposing to provide fresh provisions should be fully compliant with all U.S. and local Government health and sanitary regulations.

(f) Perishable provisions shall be adequately packaged for transport and storage aboard the ship. Perishable food items should be delivered at no more than -18 degrees Celsius (0 degree Fahrenheit) for frozen goods and between 0 degrees Celsius (32 degrees Fahrenheit) and 7 degrees Celsius (40 degrees Fahrenheit) for chilled goods. All food items will be the freshest available, in good condition, and should meet the minimum requirements of the specifications.

2. **FRESH POTABLE WATER**:

(a) The Contractor shall arrange for fresh potable water, as requested on individual delivery orders. The prices set forth in Attachment 1, Billing/Pricing Schedule, shall include all facilities and/or equipment necessary for the delivery of potable water to the intake hose of the specific ship. The Contractor shall ensure that adequate pump(s) and couplings for marrying with ship's hoses are available for delivering fresh potable water on board ship. The Contractor shall provide an accurate method of measuring the actual number of gallons and/or metric tons of water delivered (flow-meter, depth chart, etc.) in order to document the amount of fresh potable water provided. These figures must be certified by an authorized ship's representative prior to payment. The Contractor shall be reimbursed only for water actually received by the ship, not the amount ordered, and shall request a modification of the delivery order when quantities taken on by the ship differ from quantities ordered.

(b) Potable water may be required by ships either pier side or at anchor.

(c) Potable Water is defined as fresh drinking water of a quality not less than that prescribed in NAVMEDCOMINST 6240.10, or later version. The Contractor shall be responsible for identifying and providing water from a source which meets all U.S Government/U.S. Navy requirements, and that complies with all applicable local regulations.

(d) The receiving, handling, storage and delivery of potable water to ships' water systems shall be carried out under completely sanitary condition.

(e) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer.

(f) All equipment and trucks used by the Contractor or any subcontractor in performance of these services shall be subject to such inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. The U.S. Government inspectors shall be entitled to inspect the equipment and trucks at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(g) The Contractor shall, without additional cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at it's option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector. The Contractor shall forward all reports resulting from such inspections to the Contracting Officer within three (3) days of completion.

(h) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract, and further agrees that requests for such reports and execution of such forms will be completed promptly and at no additional expense to the Government.

3. **LAUNDRY SERVICES**:

(a) The Contractor shall arrange for laundry (including dry cleaning) services to be available to customer ships. The laundry service will be provided by an independent source selected by the Contractor. The Contractor is required to solicit competition from local sources and to ensure that prices being offered by the laundry service are the lowest available. The service shall be available for crewmembers on an individual basis and for official ships' laundry. Official ships' laundry will be reimbursed at the negotiated price, in accordance with the invoicing and payment provisions contained herein. Crewmembers are responsible for payment upon delivery of individual laundry; individual crewmembers laundry services may NOT be billed under the contract/delivery order, which is for official ship's laundry only.

(b) If necessary, the laundry subcontractor/vendor will establish a receiving point, which should be located on the pier, as close to ship's brow as safely possible. The Contractor shall require the laundry service to contact the ship's Supply Officer or designated representative on the day of, or the day prior to, the ship's departure to ensure all ships' laundry has been returned satisfactorily.

4. **TRASH REMOVAL**:

(a) The Contractor shall furnish all labor, tools, materials, equipment and supervision necessary for the performance of all operations incidental to the collection and disposal of refuse, including liquid, semi-liquid, or solid garbage (as defined in Annex B to Attachment 2, "Refuse Service Definitions") generated by U.S. Navy, Coast Guard, Military Sealift Command, or authorized foreign vessels.

(b) Pier-side: Unless prohibited by Port regulations, the Contractor shall furnish dedicated trash containers near the ship (within 25 meters). If Port regulations prohibit this proximity, the containers shall be placed as close as permitted. Contractor personnel shall empty the containers with sufficient frequency to permit trash disposal by the ship whenever required.

(c) At Anchor: The Contractor shall arrange for removal of all trash from the vessel at times agreed upon by the Supply Officer. Trash collections at anchor shall be completed in accordance with the requirements set forth in Annex B to this attachment, entitled "Refuse Service".

(d) The Contractor's duties and responsibilities, in addition to those specified in Annex B, are as follows:

(i) Removal and Disposal. All refuse from vessels, or in plastic bags or cardboard boxes, shall be collected as ordered. All other loose refuse, such as cardboard boxes, cartons, bundled and tied newspapers and magazines, and packing containers, pallets, etc., which are placed adjacent to the refuse shall be picked up by the Contractor. Any spillage of refuse that occurs in the course of trash removal/ handling shall be cleaned up immediately by the Contractor. Refuse containers, after they have been used and emptied, shall be returned to their original position and the lids replaced. All refuse collected shall be hauled in suitable vehicles and disposed of in accordance with subparagraph (ii) below. DISPOSAL OF ANY HAZARDOUS MATERIAL OR WASTE, INCLUDING BIO-MEDICAL MATERIALS, IS PROHIBITED.

(ii) Compliance with Laws and Regulations. The Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, license,5 or other authorizations as may he required.

(iii) Insofar as practicable, ships shall separate trash into edible, burnable and non-burnable categories.

(iv) In addition to the definitions in Annex B, "refuse" includes provisions, materials or anything accepted by a ship but not deliverable due to spoilage, etc., even though such refuse was not aboard the vessel.

(v) There will be one area designated for trash pick-up for each ship. Ship's company (crewmembers) will transport trash to designated area. Trash, excluding plastic, will normally be dumped prior to entering port; however, some ships may have 1-3 days accumulation of regular trash and up to 21 days accumulation of plastic trash on board upon arrival.

(vi) Trash removal at anchorage shall be priced per "collection", the definition of which is the removal of ALL trash/garbage from the ship via trash disposal barge or other suitable vessel. In the event that the Contractor must make multiple trips to complete a collection, the total amount of time the disposal vessel spends alongside the ship shall not exceed two (2) hours.

(vii) The crews of Contractor provided trash disposal barges or vessels shall have in their possession the necessary security clearances from appropriate port authorities, as required. The crew members shall not engage in any business activity other than trash removal during performance of trash collection under this contract.

(viii) The Contractor's barge/vessel crew shall be entirely responsible for the tending of lines and for barge security. Any separation of trash over and above that identified in subparagraph (iii) above shall be

performed by the Contractor's personnel, aboard the Contractor's vessel, at no additional cost to the U.S. Government, and without impacting the collection or schedule. The movement of trash from the ship to the Contractor's barge or vessel shall be performed with care by the Contractor's employees, in a manner ensuring the safety of Contractor personnel and equipment. Any instances of unsafe practices shall be brought to the attention of the ship's Commanding Officer or his designated representative, and IMMEDIATE notification provided to the Contracting Officer.

(ix) In the event of unsafe weather conditions, as certified by the local Port Captain or other cognizant authority, trash barges and/or vessels may be removed or replaced by the Contractor. If the Contractor positions a barge or vessel, and then must remove it because of bad weather conditions, the Contractor shall be paid for the collection (even if not completed), or in the case of a dedicated barge, for the balance of the day. In all instances, the ship's Commanding Officer retains the right to notify both the Contractor and the local Port Authority that the barge/vessel poses a potential hazard to navigation and must be removed.

(x) If a ship with a dedicated barge or vessel alongside experiences an emergency wherein the ship must depart, the Commanding officer or his designated representative shall advise the Contractor to remove the barge. Such removal shall be accomplished at no increase in cost to the U.S. Government.

5. **COLLECTIONI/HOLDINGI/TRANSFER (CHT) SEWAGE REMOVAL**:

(a) The Contractor shall provide Sewage Removal Services, as specified on individual delivery orders. These Sewage Removal Services involve the collection of Collection/Holding/Transfer (CHT) bacteriological/chemical liquids generated by U.S. vessels, as ordered by the Ordering Officer. This liquid waste will be pumped by the requiring vessel into Contractor provided covered tanks, and may include all wastewater generated by the vessel (i.e. grey water and black water). The Contractor shall dispose of this liquid waste only at authorized locations, as required by local laws/regulations and in compliance with applicable U.S. Government specifications.

(b) All equipment used for Sewage Removal shall be in mechanically sound condition and shall meet all safety standards as required by all local laws and regulations. Contractor hoses and connections for Sewage Removal must be compatible with U.S. vessels. The operator shall be familiar with local environmental laws, regulations, and type and class of U.S. vessels. The price shall include any drivers or operators and any helpers or crew members required; overtime charges; all insurance; fuel; customs or agricultural clearance, if required; and all other operating expenses. (Payment shall be for the total number of gallons removed.)

(c) The Contractor shall provide an accurate flowmeter/ depth chart to document the amount of CHT/Sewage removed from the customer ship. These CHT/Sewage removal figures must be certified by an authorized ship's representative (such as the Chief Engineer or the Engineering Duty Officer or equivalent personnel) prior to certification of billing/invoices for payment.

(d) Unless otherwise arranged with the ship's Supply Officer, the Contractor shall provide an appropriate number of barges/trucks/tanks with sufficient capacity to assure that the ship's CHT tanks are emptied prior to reaching 90", of capacity, and shall ensure that service begins within two (2) hours of ship's arrival and continues until three (3) hours prior to ship's departure, unless otherwise specified by the Supply officer.

(e) CHT Sewage removal services may be required pier-side and/or at anchor.

(f) The Contractor shall obtain for each delivery, if applicable, the appropriate disposal certification(s) issued by local wastewater treatment plant(s) in compliance with all applicable local and national/federal laws and regulations, as well as U.S. Government specifications.

6. **WASTE OIL AND AGGREGATE WATER REMOVAL**:

(a) Although U.S. military vessels will normally hold waste oil/aggregate water for disposal in Navy ports, occasionally the Contractor may be required to arrange for removal and disposal of waste oil and aggregate water generated by U.S. military vessels, as ordered by the Contracting Officer/Ordering Officer on individual delivery orders. Waste oil/aggregate water shall be pumped by the ship into Contractor provided tanks/barges, and the Contractor shall arrange for disposal of this liquid waste as required by local and/or national laws and regulations, and in compliance with U.S. Government specifications.

(b) All equipment used for Waste Oil/Aggregate Water removal shall be in mechanically sound condition and meet all safety standards as required by all local laws and regulations. Contractor hoses and connections for waste oil/aggregate water must be compatible with U.S. military vessels. The operator shall be familiar with local environmental laws, regulations, and type and class of U.S. military vessels.

(c) Prices offered and accepted, as cited in the contract award, for removal and disposal of waste oil and/or aggregate water, shall include driver/operator(s), any helpers or crew members required, overtime charges, all insurance, fuel, customs clearance, and other operating expenses. Since payment shall be made on the number of gallons removed, the Contractor shall provide an accurate flow-meter/ depth chart to document the amount of waste oil and/or aggregate water removed from the ship. Authorized ship's personnel must certify these removal figures (number of gallons) prior to submission and payment of billing reports/invoices.

(d) Waste Oil/Aggregate Water removal services may be required pier-side and/or at anchor.

7. **PILOTS AND PILOT BOATS**:

(a) The Contractor shall provide for pilots and pilot boats, if required, as specified on individual delivery orders. The retention of these services shall be accomplished in conjunction with local Port Authorities, including pilot unions or associations. The Contractor shall coordinate with Port

Authorities as necessary to ensure that the services are available as required, and at the times requested.

(b) The prices charged for Pilots shall include ONLY the formula designated by the local Port Authority or cognizant Bar Pilots Association in effect at the time each order requiring pilot services is issued. (Current formulas for calculating pilot charges may be incorporated as an attachment to the contract at time of award.) Any requested changes/revisions in the formula(s) utilized to calculate pilot fees shall be reported to the Contracting Officer IMMEDIATELY. The Contractor shall forward a copy of the official tariff rate change(s), as issued by local port authorities, to the Contracting Officer. No change in the reimbursement rate will be authorized until the contract has been modified in accordance with the clause entitled "Line Items Subject to Economic Price Adjustment".

8. **TUGS**:

The Contractor shall arrange for tugs, if available, when specifically requested on individual delivery orders. The Contractor is required to utilize local existing MSC contracts for tug services when available and practicable (meets ship's requirements in terms of types and numbers of tugs and ship's scheduled movements; provided that the price does not exceed current commercial prices available in the local market place).

9. **PORT/DOCK/WHARFAGE FEES**:

(a) The Contractor shall coordinate with the Chief Wharfinger's Office, the Port Commission, or other appropriate local port authorities and/or commercial lease holders, in making arrangements for pier-side berthing and/or at anchor assignments, as requested by the ship and specified on individual delivery orders.

(b) The Contractor shall arrange Fleet Landing requirements on the pier(s) as specified on individual delivery orders. Fleet Landing requirements may include, but are not limited to, the following: beach guard shack, telephone service, food service options, toilet facilities, and covered and/or secure storage. The price for any Fleet Landing requirements shall be commensurate with the specific facilities and/or options provided, and shall be negotiated between the Contracting Officer/Ordering Officer and the Contractor PRIOR to issuance of any delivery order incorporating such requirements.

10. **LINEHANDLERS**:

(a) The Contractor shall arrange for line handlers as specified on individual delivery orders, and in accordance with the ship's scheduled arrival and departure dates/times. The prices set forth in Attachment 1, Billing/Pricing Schedule, represent the TOTAL price to be paid for each evolution, regardless of the actual time necessary to complete tying up or releasing any ship.

(b) The Government shall pay only for actual services performed, not for services ordered.

11. **FORKLIFT AND CRANE SERVICES:**

(a) The Contractor shall provide for forklifts (with operators) able to operate on the pier to load and unload cargo from/to the truck or from/to the vessel, when required. Cranes may also be necessary to move brows, platforms, camels, fenders and/or other slip equipment.

(b) The Contractor shall provide for cranes with operators, as required. Cranes provided shall be of a type and size suitable for the purpose intended, with the minimum required lifting capacity specified on the delivery order, at 100 feet reach and maneuverability of at least 180 degrees.

12. **BROWS, PLATFORMS, SEPARATORS, FENDERS, CAMELS, ETC:**

(a) Most U.S. Navy vessels carry brows (gangways). However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. If brows are required, the Contractor shall provide brows in the various sizes and categories specified in Attachment 1, Billing/Pricing Schedule. The prices offered and accepted or negotiated, as cited in the contract award, shall include ALL set-up and/or removal charges.

(b) The Contractor shall furnish fenders, camels, platforms and separators in the quantities and sizes specified in individual delivery orders. Unless the delivery order specifies otherwise, camels shall be flat surface barges for positioning at the stern or side of the vessel, or alongside the pier to serve as a loading/unloading platform or for use in breasting the ship away from the pier. Fenders shall be of the commercial cylinder type (Yokohama type fenders or equivalents), made of hard rubber, free of cracks and cuts, and of sufficient size to provide-a minimum space of 12-20 inches between the hull of the ship and the side of the breasting barge. Fenders shall be placed at the fore and aft end of the breasting barge or landing platform, and on either side of the ship's accommodation ladder. In the event that the ship does not use the accommodation ladder, fenders shall be spaced evenly along the breasting barge providing a space of 12-20 inches between the ship and the breasting barge or landing platform.

13. **CARGO DRAYAGE:**

(a) The Contractor shall provide for cargo drayage as ordered for use within a 200-km radius of the ship, or, for vessels at anchorage, within a 200-km radius of the designated fleet landing. Prices shall be on a per/hour basis, and shall include driver (and helpers, as required), all insurance, fuel, tools, and all incidental expenses. The Contractor shall verify that the correct size and type truck is used for the purpose intended. All invoices for drayage shall include those hours during which drayage was actually occurring, plus not more than one additional hour for round trip truck travel between the Contractor's or subcontractor's location and the work site, if applicable. A trip ticket certified by a ship's representative shall substantiate all invoiced hours.

(b) The Contractor shall receive all fleet freight shipped by the Naval Transportation Support Center, Norfolk, VA or other U.S. Government or

commercial sources, and shall arrange for delivery to vessels while in port. For critical parts, Casualty Repair (CASREP) items, the Contractor shall maintain a custody accounting ledger showing date and time of receipt from commercial sources and date and time of delivery to the appropriate ship. The ship's Supply officer or his designated representative will acknowledge receipt by the ship, and the Contractor shall obtain the appropriate signatures). The Contractor will not be responsible for receipt of cargo from Military Airlift Channels, but may be required to provide drayage in accordance with paragraph (a) above. (Also see paragraph 20 below, Customs Brokerage Services.)

14. **CARGO LIGHTERAGE**:

(a) The Contractor shall provide cargo lighterage services, as required. Requirements for lighterage may cover a wide variety of uses such as but not limited to, movement of aircraft engines, motor vehicles, repair parts, and/or general cargo. The Contractor shall verify that the correct size and type of craft is used for the purpose intended. Services are calculated from the time the barge departs from the pier until the time it re-berths.

(b) Ship's tackle MAY be used with the permission of the Commanding Officer for loading/off-loading of cargo. However, the Contractor shall have adequate personnel on board the boat or barge to fully assist with slings, hoists, lines, and handling of cargo. The incidental handling of cargo by Contractor personnel in conjunction with loading or off-loading between the ship and cargo boat/barge, shall be included in the contract price for lighterage, and shall NOT be separately priced.

(c) Prices shall be on a per/hour basis, and shall include driver (and helpers, as required), all insurance, fuel, tools, and all incidental expenses. The Contractor shall include the actual time period during which conveyance was utilized on all invoices for lighterage services, rounding up to the nearest hour. A minimum charge of one (1) hour shall be invoiced for all lighterage of less than one hour's duration for round trip services. A trip ticket certified by a ship's representative shall substantiate all invoiced hours.

(d) Unless otherwise directed, the Contractor shall lighter fresh provisions and perishables on a preferential basis, ensuring that perishables reach the ship with a minimum of delay. The Contractor shall be liable for damage to a shipment if perishable provisions fail to be delivered in time to assure their preservation, when the delay is a result of negligence on the part of the Contractor and/or his subcontractors).

(e) All equipment, including boats, barges and lighters, shall be maintained in an orderly and sanitary condition, free of debris and/or food substances, and shall be washed down regularly with fresh water. No dogs or other animals are to be permitted aboard the cargo lighters. Any boats and/or barges used by the Contractor for performance of lighterage services under this contract shall not be utilized for any other purpose that might serve to contaminate foods carried thereon. UNDER NO CIRCUMSTANCES shall the Contractor utilize lighterage vessels for the purpose of refuse removal.

(f) The U.S. Government reserves the right to perform pier-side inspections of any lighterage vessel for security or other reasons, whenever such inspection is deemed necessary.

15. **WATER TAXI SERVICE**:

(a) The Contractor shall provide water taxi/liberty boat transportation services in accordance with the specifications set forth in Annex C to this Attachment.

(b) For purposes of this contract, and applicable to water taxis ONLY, a contract day or full day service is defined as 18 hours of continuous round-trip service from pier to ship and return to pier. Additional hours over and above the 18 hour full day service shall be charged at the rate specified in the contract as the per hour price. The price set forth in Attachment 1, Billing/Pricing Schedule, shall include driver/operator(s) (and any helpers or crew members required), all insurance required by host country laws, fuel, holiday/overtime surcharges, and all other operating expenses. Each delivery order under which water taxis are to be provided shall specify the number and category/size (based on passenger capacity) of craft required. The specific number of trips and scheduled hours of operation shall be determined between the Contractor and the ship's Supply Officer.

(c) The Contractor is responsible for maintenance, repair, safety and required inspections necessary for compliance with host country laws and regulations. In addition to all local and/or host country laws and regulations, the Contractor shall meet all requirements set forth in this contract, including all attachments. The Contractor is required to pre-inspect water taxis, using the criteria set forth in Annex C to this Attachment.

(i) In addition to the Contractor's pre-inspection, the ship will, as a minimum, conduct a complete inspection of all Contractor liberty boats prior to accepting such vessels for service, and periodically thereafter. Government inspection shall include, but is not limited to, the criteria set forth in Annex C to this Attachment.

(ii) In the event an item considered critical for safety is missing from a vessel offered for service, the ship's Commanding Officer or his designated representative shall have the option of furnishing the missing item, or of rejecting the vessel. THE FINAL DECISION TO ACCEPT A WATER TAXI FOR SERVICE RESTS SOLELY WITH THE SHIP'S COMMANDING OFFICER.

(iii) In the event a ship chooses to provide missing safety items, the U.S. Government shall be entitled to a reduction in the contract price of the specific class/type of water taxi. An appropriate price reduction shall be negotiated between the Contractor and the Contracting/Ordering Officer PRIOR to commencement of services, and shall be commensurate with the type and quantity of safety items provided by the ship.

(d) During the term of this contract, the U.S. ships to be serviced agree to provide adequate and sufficient security personnel for the purpose of maintaining the orderly transportation of its personnel and such civilians as may be transported. Such Naval, military and/or civilian personnel will

be assigned at the discretion of the ship's Commanding Officer (or Senior Officer Present Afloat (SOPA)) when more than one ship is in port. While embarked in a Contractor operated boat, the assigned Navy, military or civilian Boat Officer will be responsible for the good order and discipline of Naval, military and/or civilian personnel onboard. The Boat Officer will also have the authority from the Commanding Officer or SOPA to refuse boarding or sailing of the boat under conditions which the Boat officer considers unsafe; and, once under way, the Boat Officer has the authority to direct its return to its previous mooring due to conditions deemed unsafe.

(e) Actual passenger capacity at the time water taxi services are provided will be determined by the ship's Commanding officer or his designated representative, the advertised or licensed passenger capacity notwithstanding. Determination of actual passenger capacity will be based on the consideration of many factors, including, but not limited to, the condition of the boat as evident from inspection, local weather or sea conditions, and any other factors affecting safety. The Contractor shall notify the Contracting/Ordering Officer IMMEDIATELY if the ship's determination of passenger capacity differs from the advertised or licensed capacity. If the discrepancy in passenger capacity exceeds 15%, the Contracting/Ordering Officer may negotiate an appropriate price adjustment, in accordance with the terms and conditions set forth herein.

(f) In order to accomplish loading and unloading of passengers from water taxis in a manner that will ensure the safety of passengers, the Contractor shall also provide appropriate breasting barges/landing platforms, as required. Barges/platforms serve as a buffer between water taxis and anything abreast of the ship, and shall be sufficient in length to provide for the safe embarkation and disembarkation of passengers. In the event that water taxi services are cancelled and/or discontinued in accordance with cancellation provisions set forth herein, barges/platforms shall be removed and any fees associated with such removal shall be included in the water taxi cancellation fee identified in Attachment 1, Billing/Pricing Schedule. A SEPARATE FEE FOR CANCELLATION AND REMOVAL OF BARGES/PLATFORMS IS **NOT** AUTHORIZED.

(g) The Contractor shall ensure that all water taxis utilized under this contract are fully licensed, registered and insured, including adequate liability insurance, in accordance with local laws and regulations, and consistent with standard industry practices. At time of contract award, the Contractor shall provide written notification to the Contracting Officer specifying the types and amounts of ALL insurance provided under this contract.

16. **GROUND TRANSPORTATION SERVICES**:

(a) The Contractor shall provide for vehicle hire services, as specified on individual delivery orders. Vehicle hire services are for official ship's usage ONLY; the Contractor is NOT responsible for arranging vehicle hire services for unofficial or personal requirements of individual crewmembers. The types of vehicles required may include passenger sedans, passenger vans, pick-up trucks, and buses; and shall be provided for local area trips only. Prices shall include: all insurance; fuel; holiday surcharges; and all other operating expenses. Additionally, vehicles

requested for official use shall include licensed drivers/operators. (The price identified in Attachment 1, Billing/ Pricing Schedule, incorporated herein shall include cost of driver/ operator and any helpers, etc., required.)

(i) All operators, drivers, and/or helpers must be able to speak and understand English. Operators/drivers must be well rested, and shall be assigned in shifts, if necessary. Operators shall not work any shift in excess of nine (9) hours.

(b) Vehicles shall meet the following general descriptions:

Sedans - 4 doors, 4-5 passenger capacity, minimum 1000cc engine; air conditioning may be required for sedans intended for use by ship's CO/executive officers.

Passenger Vans/Sport Utility Vehicles - 7-15 passenger capacity, 2000cc engine.

Cargo Vans/Pickup Trucks - minimum 2000cc engine.

(c) All vehicles furnished under this contract shall be in good condition and in full compliance with all applicable laws and regulations. Vehicles shall be equipped with front and back seat belts, an emergency triangle, spare tire, jack and complete set of tools for changing a flat tire. The gasoline tank shall be full upon initial rental. The contract prices set forth in the Billing/Pricing Schedule, Attachment 1, are based upon the assumption that vehicles will be returned with an empty gas tank.

(d) The Contractor is responsible for ensuring that the company leasing the vehicles (subcontractor, if applicable) is responsible for all emergency repairs and services, and shall furnish all motor oils, lubricants, antifreeze and other fluids, such as windshield washer fluid.

(i) In the event of vehicle breakdown immediately prior to or during a trip, the Contractor shall provide, at no additional expense to the Government, a replacement vehicle that fully complies in all respects with this contract. If/When a breakdown occurs, the Contractor shall arrange for replacement with a vehicle of equal or greater size as quickly as possible, but in no case more than three (3) hours after the breakdown is reported. The Lease Company or subcontractor is responsible for all repair or replacement costs, and for any associated costs, such as towing, repair, transportation expenses, etc.

(e) When drivers are requested, it is the Contractor's responsibility to ensure that operators and helpers are well rested, qualified and competent. Operators shall be assigned in shifts, if necessary, and operators shall not work any shift in excess of nine hours. See paragraph A.6 above for requirements related to interpreter/ language services for U.S. military vessels.

(f) The Contractor shall ensure that all vehicles provided are in sound mechanical condition and meet all safety standards required by local laws and

regulations so as to preclude breakdown and/or injury to passengers. Further, all vehicles shall be in a clean condition when presented for service and shall be free of debris. All vehicles shall be sufficiently clean so as not to soil passengers, their clothing, or possessions with dirt, grease, oil, or other matter. If any vehicle provided does not meet the requirements of this paragraph as determined by the ship's Supply Officer or his designated representative the U.S. Government shall have the right to reject such vehicles for performance of services.

(g) The Contractor shall ensure that the correct size and type of vehicle is provided and, that all vehicles (including operators, if applicable) are at all times fully licensed, registered, and insured (including adequate passenger liability, bodily injury and property damage liability insurance), in amounts required by the laws of the host country. **At time of contract award, the Contractor shall provide written notification to the Contracting Officer specifying the types and amounts of ALL insurance provided under this contract.**

(i) If the type/size of vehicle ordered is not available, the Contractor shall substitute a vehicle type/size equal to or greater than the vehicle ordered, at the price cited in the contract for the type/size of vehicle requested. (This provision is **not** applicable to orders placed with less than 48 hours advance notice.)

(ii) The immediately preceding paragraph (g)(i) does NOT apply to passenger or cargo vans. THERE SHALL BE NO SUBSTITUTION OF PASSENGER OR CARGO VANS WITHOUT THE CONTRACTING OFFICER'S PRIOR APPROVAL.

(h) Any official or personal articles or items found in or on any vehicle after completion of each trip shall be turned over to the ship's Supply Officer while the ship remains in port. If official or personal articles or items are found after the ship's departure, the Contractor shall notify Contracting Officer, who will provide disposition instructions.

(i) The Contractor shall be responsible for ensuring that each vehicle is jointly inspected before and after each service shift by the Contractor, and an authorized representative of the U.S. Government. The Government will not consider any claim for damage or destruction to any vehicle that has not been jointly inspected.

(j) Since vehicle management is a critical element of port visits, the Contractor is required to provide maximum coordination between the Husbanding Agent, the ship, and all contractor or subcontractor drivers and operators. In order to ensure the highest level of quality service, the Contractor shall:

(1) Include a detailed ship's vehicle Control Plan in the arrival briefing;

(2) Brief all drivers/operators regarding ship's vehicle control plan;

(3) Advise ship Supply officers of driver/operator and vehicle rotation plan, if applicable, and driver's shift changes, meal schedules, etc.; and

(4) Provide written guidance to drivers/operators, including bus drivers, regarding planned schedule and ship's instructions.

(k) The Contractor shall include in their LOGREQ response all recommendations regarding possible alternatives to vehicle requests, when the vehicles requested are inappropriate for the particular port or when more cost-effective alternatives are available. (For example, if ship has requested a 15-passenger van and such vans are either unavailable or not available at a reasonable cost, the Contractor shall include suggested options in their LOGREQ response. Such options could include alternate size vehicles [10-12 passenger sport utility vehicles], public transportation, etc.)

(l) DEPOSITS SHALL **NOT** BE REQUIRED.

(m) In the event an order is cancelled with a minimum of 24 hours notice, the U.S. Government shall not be liable for any cancellation fee(s).

17. **COMMUNICATION SERVICES**:

(a) Land Lines - whether installed on a permanent or temporary basis, land lines shall be made available for official, local and international use. Landlines requested shall be fully installed and operational, including long distance capability, within one (1) hour of ship's docking. WHEN MULTIPLE SHIPS ARRIVE CONCURRENTLY, INSTALLATION SHALL BE COMPLETE FOR EACH SHIP WITHIN TWO (2) HOURS OF DOCKING. Installation charges shall be inclusive of all costs for installation and removal of landlines. Usage charges will be the actual charges computed in accordance with local and/or national tariffs current during the ship's visit. Any phone usage unit charges shall be based on phone meter readings or billing statements from local and/or national phone company(s), unless the delivery order requires pre-paid phone cards. (See sub-paragraph (c) below.)

(b) Cellular Telephones - shall be made available for official, local and international use. Delivery/Installation charges shall be inclusive of all costs applicable to delivery/ installation AND removal. Usage charges will be the actual charges computed in accordance with local and/or national tariffs current during the ship's visit. Any phone usage unit charges shall be based on phone meter readings or billing statements from local and/or national phone company(s), unless the delivery order requires pre-paid phone cards. (See sub-paragraph (c) below.).

(i) Cellular phones shall be mechanically sound, fully charged and operational, and in full compliance with local and/or national telephone regulations. The phones shall be equipped with battery charger, a transformer (if required), an adapter which permits use of the charger in the ship's electrical outlets, and usage instructions written in English.

(c) The Contractor shall provide, when required on individual delivery orders, pre-paid phone cards in the denominations specified on the delivery

order. Airtime and/or Long Distance rates shall not exceed most economical current tariff rates in effect at the time the pre-paid phone cards are ordered. In addition, the Contractor shall arrange buy-back or credit for any unused portion of the pre-paid phone card(s), and shall ensure that ship(s) return all unused cards.

(d) Portable Radios - shall be made available for official, local use only, as required by individual delivery orders. Radios shall be mechanically sound and in full compliance with local and/or national regulations, and shall have a minimum range of five (5) nautical miles with ship to shore capability. The radios shall be fully charged and equipped with battery chargers, transformers, and adapter's, if applicable, and shall also include usage instructions written in English.

(e) Pagers - shall be mechanically sound, fully charged (if applicable), and in full compliance with local and/or national regulations, and shall include usage instructions written in English.

(f) The Contractor shall also provide information to vessels regarding specific locations of the nearest public telephones for the personal use of the crew.

18. **PASSENGER HANDLING/PERSONNEL TRANSFERS**:

(a) The Contractor shall also provide assistance in arranging for and effecting personnel transfers, as required. Such assistance shall include greeting arriving personnel and assisting them in joining the vessel, and ensuring the smooth and timely departure of detaching crewmembers.

(i) Inbound Passengers - occasionally crewmembers or other ship support personnel may arrive in the port prior to the vessel's arrival. The Contractor may be required to provide transportation and to arrange lodging for such advance personnel.

(ii) Outbound Passengers -

Emergency Leave: If specified on individual delivery orders, the Contractor may be requested to arrange transportation from airport, arrange lodging until flight departure, and provide transportation to the airport. The Contractor shall assist in Immigration Processing, if applicable, for civilian personnel without passports; military personnel will usually travel on official orders, but may still require immigration processing.

Medical Emergencies: If specified on individual delivery orders, the Contractor will be required to make arrangements for emergency medical treatment of ship's crewmembers while the ship is in port. If medical airlifting is required, the Contractor shall coordinate with the cognizant US Defense Attache Office (USDAO) if applicable, and shall also make arrangements for proper medical care until the member can be returned to the ship or evacuated.

(b) **FOR U.S. VESSELS ONLY** - all direct charges associated with personnel transfer(s) (airline tickets, hotel accommodations, meals, Customs

clearance, etc.) shall be negotiated by the Contracting Officer/Ordering Officer. These charges will usually be paid directly by the service member to the provider (hotel, airline, restaurant, etc.); however, the Contractor may occasionally be required to invoice/bill for such charges in accordance with invoicing and payment clauses contained herein. Such charges shall be reimbursed to the Contractor at **direct cost**, and all Husbanding Agent arrangements shall be included in the daily HA fee applicable to the specific ship's delivery order.

(c) Costs associated with transferring personnel from Canadian vessels shall be negotiated directly between the Contractor and the Canadian vessel and/or cognizant Embassy/Consulate Office.

19. **CUSTOMS BROKERAGE SERVICES**:

(a) The Contractor shall obtain Customs clearance for inbound air/sea cargo destined for the ship, when requested. Such cargo may arrive in advance of the scheduled port call, wherein the Contractor shall be responsible for providing secure/bonded airport or pier-side short-term storage for all inbound cargo. The Contractor is also responsible for accounting for receipt of inbound material, storage and the delivery of inbound air/sea cargo to the ship (see paragraph 12 above). The Contractor is required to retain proof of delivery documentation for a period of six months AFTER the material has been delivered to the ship.

20. **MISCELLANEOUS SERVICES**:

(a) As part of the Husbanding Agent's duties, the Contractor may be required to arrange a variety of miscellaneous services, including but not limited to: motor rewinding or other motor repairs; cargo transport; office machine repairs; tours, laundry/dry cleaning; photograph developing; mail pick-up (where authorized); recreational facilities, money exchange services (in foreign ports only), etc.

(b) Prices for such miscellaneous services shall be negotiated between the Contracting/Ordering Officer and the Contractor PRIOR to issuance of each delivery order that includes such services.

(c) The Contractor is required to obtain or make arrangements for such services, including arranging for delivery and/or pick-up of associated goods, if required.

21. **PURCHASE CARD SERVICE CHARGES**:

The Contractor shall be reimbursed at the rate specified in the contract for processing purchase card payments.

22. **QUALITY ASSURANCE/CONTROL**:

(a) The Contractor shall establish and maintain a complete quality program to assure that the husbanding services provided are of the highest caliber and conform to the requirements of this contract in all respects.

(i) The quality program shall incorporate a system of inspection covering all services required under this contract, on either a scheduled or unscheduled basis. The purpose of such inspections will be to identify and prevent defects in the quality of services provided BEFORE the level of performance becomes degraded.

(ii) The Contractor shall maintain records of all inspections and quality assurance reviews, including any necessary corrective actions taken. This documentation shall be made available to the Government as part of the required reports identified in paragraph (23) below.

(b) The Government will evaluate the Contractor's performance under this contract using the Performance Evaluation Review (PER) specified in Attachment 4. Written evaluation reports and/or customer surveys will be submitted to the Contracting Officer by all ships supported by the Husbanding Agent during a port visit. Any evaluations indicating problems or discrepancies causing unacceptable performance will be forwarded to the Contractor immediately for comment/explanation.

(i) In the case of severe and/or repeat or continuing defects, the Contracting Officer may require a meeting with the Contractor, in addition to any written documentation required, to identify the cause of such deficiencies and to determine the best method of improving performance.

(c) In addition to the customer surveys and written evaluations, the Contracting Officer may, from time to time during the period of performance, send authorized Government representatives to review the Contractor's performance. Contractor personnel shall cooperate fully with the Government representatives during such reviews.

23. **REPORTING REOUIREMENTS**:

(a) Within ten working days after each port visit, the Contractor shall submit a detailed cost breakdown itemizing all services and supplies provided under the delivery order to the FISC San Diego Contracting Officer for input into the automated Cost Reporting and Analysis Forecasting Tool (CRAFT) system.

(b) Reports are required for all ships, in all ports, including foreign vessels utilizing the contract and the billing/pricing schedule.

(c) In addition to port visit statistical and/or cost reports, the Contractor is required to submit quality assurance inspection reports, iii accordance with paragraph 22(a)(ii) above, when requested by the Contracting Officer.

(d) The Contractor shall provide each ship with two evaluation forms provided by the Contracting Officer; a "Port Visit Survey/Quality Questionnaire" reporting on the Contractor's performance during each port visit and a FISC San Diego "Customer Satisfaction Survey" reviewing the Government port visit process. Both forms should be provided to each ship, including pre-addressed and stamped envelopes for the ship to use to return forms to the Contracting Officer. Copies of the questionnaire evaluating

Contractor's performance will be provided to the Contractor within ten (10) days of receipt of the completed forms.

(e) The timely, (complete and accurate submission of all required reports shall be an item for consideration in the evaluation of offeres for future Port Service contracts.

24. **OPERATIONS OTHER THAN WAR (OOTW)**:

(a) Operations Other Than War (OOTW), sometimes referred to as contingencies, are defined as emergency situations caused by war, natural disaster, terrorist or subversive activities, collapse of law and order, or political instability. In addition to rescue and humanitarian relief missions, military contingencies can include demonstrations of force, raids and larger operations undertaken to protect U.S. interest, lives, and property. Various military exercises which are intended to enhance the Navy's capability in the area of Operations Other Than War (OOTW) and serve primarily as training efforts in preparation for actual contingencies shall also be included.

(b) These OOTW Exercises and Operations are often time-critical, highly visible, and frequently of vital importance to our National interest such that the cognizant Husbanding Agent shall be required to provide logistical support for OOTW, ensuring the highest quality of goods and services delivered in accordance with the specific timetable of each operation and/or Exercise.

(c) Annex E to this Statement of Work identifies specific supplies and services that may be required during OOTW. The supplies and services procured under Contract Line Item Numbers (CLINS) set forth in the Billing/Pricing Schedule for OOTW, shall be negotiated at the time any order is issued requiring OOTW support. The Contracting Officer and the Contractor shall negotiate a fair and reasonable price for any OOTW support ordered, prior to issuance of a delivery order requiring such support.