24 October 2025

This is the Military Sealift Command Norfolk, Strategic Sealift Program Support Office

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PROFORMA DOCUMENTS WILL BE MADE AVAILABLE UPON REQUEST

Subj: RFP N3220526R6016

Ref: (a) SF1449
(b) MSC SPECIALTIME 2024 (Rev. (12-24))

This acquisition is a FAR part 12 acquisition being conducted under FAR 13.5 Simplified Procedures for Certain Commercial Products and Commercial Services. Only FAR Part 13 procedures will be used to solicit and evaluate offerors. Per FAR 52.216-1, the Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

MSC Strategic Sealift Program Support Office, N103A, requests proposals for vessel(s) capable of meeting the transportation requirements described below. The paragraph numbers below apply to the box layout of references (a) and (b), which are incorporated herein by reference (available on the MSC web site at https://www.msc.usff.navy.mil, under "Business "Opportunities", select "Contracts", then "Proforma", or upon request), and shall be the charter form of any contract resulting from this solicitation. By submission of a proposal, the owner/offeror confirms agreement with all terms and conditions of this solicitation and the charter form, unless otherwise identified therein.

NOTES:

1. **IN ACCORDANCE WITH MSC SPECIALTIME PROFORMA, PART X (a)(1)(b)(17), A VALID SUBMISSION CONSISTS OF AT LEAST A SHIP NAME, A PRICE, AND A SIGNATURE; WITHOUT THESE AT A MINIMUM, YOUR SUBMISSION WILL NOT BE CONSIDERED FOR EVALUATION AND AWARD.**

2. **DUE TO INCREASED E-MAIL SECURITY, IT MAY TAKE LONGER FOR E-MAILS TO BE RECEIVED IN THE APPROPRIATE IN-BOX, ESPECIALLY WHEN AN E-MAIL IS HOSTED IN A FOREIGN COUNTRY; SOME E-MAILS ARE DELAYED IN EXCESS OF HOURS. OFFERORS ARE ENCOURAGED TO SUBMIT OFFERS AS SOON AS POSSIBLE. NO JPEG FILES.**

3. **OFFERORS ARE REMINDED THAT EXPIRED OFFERS WILL BE EXCLUDED FROM THE COMPETITION UPON EXPIRATION AND WILL NOT BE AVAILABLE FOR SUBSEQUENT REVIVAL OR RENEWAL UNLESS THE EXPIRATION OCCURS DURING A PERIOD WHERE FINAL PROPOSAL REVISIONS ARE BEING ACTIVELY SOUGHT.**

4. **THIS IS A SPOT CHARTER; AS SUCH, ALL PROFORMA SECTIONS THAT ADDRESS EXTENDED TERM CHARTERS ARE NOT APPLICABLE.**

STANDARD FORM 1449 BOXES:

I. Standard Form 1449 Boxes

2. Contract No.: Will be provided upon award
5. Solicitation No.: N3220526R6016
6. Solicitation Issue Date: **24 October 2025**
7. For Solicitation Information: Email David Anaya at david.c.anaya.civ@us.navy.mil or 564-226-8419
8. Offer Due Date: ***Monday, 03 November 2025, at 1100 Eastern Time***
9. Issued By: Military Sealift Command Norfolk, 471 East C Street, Bldg. SP-64, Naval Station Norfolk, Norfolk, VA 23511-2419 (Code: N32205)
10. This Acquisition is: Unrestricted; NAICS Code: 483112
14. Method of Solicitation: RFP
18a. Payment will be made by: ERP DFAS-CL (Pay DoDAAC N50082). Submit electronic invoices IAW Part VIII(6) DFARS 252.232-7006 Wide Area Work Flow Payment Instructions
18b. Submit invoices to: See Part VIII(C)(7) MSC Wide Area Work Flow (WAWF) Instructions
27a. Solicitation incorporates by full text FAR 52.212-1, 52.212-3 Alt I, 52.212-4 and 52.212-5, tailored as indicated and appropriate.

PART I - SPECIALTIME BOXES:

1. **Vessel(s) Required:**

A. Mission: The Naval Surface Warfare Center Panama City Division (NSWC-PCD) requests one, Jones Act qualified, U.S. flag vessel to serve as host/support ship for at-sea operations conducted by NSWC-PCD. At-sea operations shall include deployment and recovery of inert or live mines and test instrumentation and objects, the tow of surface and submerged vehicles, housing and support of test data acquisition equipment and personnel, deployment and recovery of subsea equipment, Remote Operating Vehicle (ROV) operations, and on-station monitoring. The vessel shall be required to follow computer generated track lines while towing sonars or other towed systems. The vessel shall be required to accurately hold station while subsea equipment is deployed or recovered using the vessel's crane from its stern. The vessel shall be required to hold station while an ROV is being deployed and operated over the side of the vessel.

B. Operational Support: Services shall include, but not be limited to the following:

(1) Deployment and recovery of up to fifty (50) inert or live mines and test instrumentation and objects per at-sea period.
(2) Tow of surface and submerged vehicles
(3) Housing and support of test data acquisition equipment and personnel
(4) Deployment and recovery of subsea equipment/systems
(5) ROV operations
(6) Guard Duty (for guarding shallow targets in an area in the Gulf of America (formerly Gulf of Mexico). Vessel may be anchored overnight to perform guard duty (keep other vessel's out of the area) in test area.

C. <u>Operational Control (OPCON):</u> Naval Surface Warfare Center Panama City Division (NSWC-PCD).

D. <u>Area of Operations:</u> The vessel will operate in the Panama City, FL area out 60 miles for 85% of the time. The remaining 15% of operational time may require the ship to operate away from Panama City, FL in locations such as Corpus Christi, TX in the Gulf of America (formerly Gulf of Mexico), Norfolk, VA in the Atlantic Ocean out 200 miles, Tampa, FL, Ft. Lauderdale, FL, the Florida Keys, Bahamas, Boston, MA, Charleston, SC or other distant locations. Occasionally, the vessel may be required to operate at or above 32 degrees north.

E. <u>Estimated Operating Tempo Scenario (One-Year Period): 24 hours per day, seven days per week, whether at sea or in port:</u>

(1) Percent of time underway at less than 15 knots: 20%
(2) Percent of time at anchor: 5%
(3) Percent of time underway 15 knots or greater: 30%
(4) Percent of time in port: 45%

NOTE - The Government shall provide at least 24-hour notice of its intent to get the vessel underway while the vessel is in port. These figures are estimates only and are non-binding.

A typical operation scenario requires the vessel to conduct the evolution underway and return to the Naval Support Activity (NAVSUPPACT) to offload. Pier side load-outs and offloads are accomplished by the Government utilizing crane support assets at the NAVSUPPACT during regular working hours (0630-1500). The nature of Research, Development, Test, and Evaluation (RDT&E) missions often results in unexpected program delays. The majority of operations are daily where the vessel gets underway from the NAVSUPPACT in the morning and returns that afternoon. Deep water and remote operations, when the transit time is excessive, require the vessel to remain at-sea for the duration of the evolution, which is about 4 to 5 days or longer. While staying underway for 24 hours, 18-hour workdays supporting NAVSUPPACT personnel are normal. It is approximately 7 nautical miles (NM) from the NAVSUPPACT berthing facilities to the Gulf of America (formerly Gulf of Mexico). At least a quarter of daily operations' underway time shall be transiting to and from the operation area. Transit speed is limited only by safe navigation requirements.

F. <u>Ship Clearances:</u> The Government will secure diplomatic clearances and operational area clearances when and where required.

G. <u>Ship Certification:</u> The vessel shall be certified by the United States Coast Guard for the services that she shall be engaged in and classed by a recognized classification society (ABS or equivalent).

H. <u>Flag:</u> The vessel shall be a Jones Act-qualified, U.S. Flagged vessel.

I. <u>Minimum Transit/Towing Speed and Range:</u> 800 NM at a minimum 20 knots transit speed and 18 knots towing speed.

J. <u>Acoustic Signature Capability:</u> Noise level at frequencies between 100 Hz and 20 kHz shall be less than or equal to 160 dB (1/3 octave band level in dB relative to 1 micro Pascal at 1 m) at 12 knots, and noise levels at frequencies greater than 500hz shall be less than or equal

to 165 dB (1/3 octave band level in dB relative to 1 micro Pascal at 1m) at 18 knots. Vessel noise levels shall be measured and verified during sea-trials prior to vessel acceptance.

K, Endurance: The vessel shall have sustained underway capability to support operations for twelve (12) people for a period of up to ten (10) days.

L. Maximum Draft: 12 feet

M. Minimum Beam: 25 feet

N. Open Deck Space: The vessel shall have a minimum 50ft by 20ft contiguous open deck space with a deck load capacity of 500lbs/sqft. The deck space shall be free of overhead obstructions with the exception of the crane and A-Frame, when installed. The deck space shall have a sufficient number of lashing points available to secure all Mission Equipment (ME). If needed, additional lashing points may be welded to the deck.

> **(1) Tow Gimbal and Deck Roller:** The contractor shall be responsible for installing and mounting a Government furnished deck roller and tow gimbal to the stern of the vessel. Such mounting shall allow that the deck roller or tow gimbal be removable and interchangeable. The mounting shall be such that the roller or gimbal may be affixed with bolts or other mechanical means. The gimbal and the roller each have an approximate foot print of 3 feet by 3 feet and a maximum weight of approximately 100lbs.

O. ME Handling: The Government shall on-load and secure all ME for each mission. The ME shall be self-sufficient with respect to environmental conditioning and fuel. ME shall be maintained/operated by Government employees. During missions, the vessel's Crane, A-Frame and shipboard winch shall be operated by the vessel's crew. A load/stow plan and manifest shall be developed for each mission.

P. Seakeeping/Station Keeping:

> **(1) Dynamic Positioning Class DP1:** The Contractor shall be capable of maintaining the vessels position and heading automatically using a Dynamic Positioning System (DP-1 or equivalent).
>
> **(2)** The vessel shall have station-keeping ability during Remote Operating Vehicle operations and be able to maintain position within 10-15 meters of launch point for up to 3 hours in Sea State 3.
>
> **(3)** The vessel shall be capable of following a track line at 4 knots with a cross track error of + or – 3 meters in a Sea State 3 while towing various sonars or arrays. The approximate size and weight of these objects are 6 ft. – 12 ft., 15" in diameter and range from 600 lbs. – 1200 lbs.
>
> **(4)** The vessel shall be capable of launching an approximately 25-ft. by 8-ft. Rigid Hull Inflatable Boat (RHIB) with an approximate weight of 3,000lbs in up to a Sea State 3. RHIB is not required to have a dedicated cradle.

(5) The vessel shall be capable of deploying and recovering inert or live mines and test instrumentation and objects within 3 meters. The vessel shall have station-keeping ability during deploying and recovering operations.

Q. Deck Equipment:

(1) Crane and A-Frame: The Contractor shall provide a stern crane with a minimum reach capacity of 30 feet while lifting 4,000 lbs. Safe Working Load (SWL). The reach shall extend at least 5 feet outboard of the stern of the ship and shall be capable of safely retrieving items from the water's edge that are close to the vessel while minimizing the length of the boom extension. A mobile crane is not acceptable. The Contractor shall provide a removable A-Frame capable of lifting 5,000 lbs. on the back deck of the vessel. The Crane and A-Frame deck mounting shall be certified by a Marine Architect to verify that these components shall withstand the weight capacity and be weight tested/certified annually. The annual weight testing of the crane and A-frame shall be conducted by a qualified third party marine surveyor (i.e. ABS, PE, etc.) to a standard of at least equal to the SWL of the crane. The qualified third party surveyor shall issue a document to the Contracting Officer's Representative (COR) that certifies the results of the testing. This certification shall be provided to the COR no later than 2-weeks before the performance period. The qualified crane operator shall be familiar with the operation of the equipment and designated in its operation by the master. The contractor shall provide a trained and qualified operator(s).

The A-frame shall have the following minimum dimensions:

Height above the deck 13 feet;
Width at the base 9 feet;
Crossbar width 7.6 feet;
SWL 5,000lbs; and
Reach beyond the stern of at least 10 feet.
Forward angle from the upright position shall be capable of a minimum of 20 degrees and horizontal off the stern.

(2) Winch with Capstan: The Contractor shall supply one winch with capstan rated at a minimum capacity of 5 tons for various pulling operations such as towing or lifting objects to and from the vessel, ship moorings, or other similar applications. The Contractor shall supply required capstans and standard deck equipment required for mooring, anchoring, warping, and casting off.

(3) Facilities: The vessel shall have the capability of having pad eyes installed on it for securing test equipment to the deck. The vessel shall have an air-conditioned area on or near the ship's bridge in which ME tracking equipment shall be installed. Vessel shall be capable of re-fueling (diesel) ME generators on deck.

(4) Hazardous Material (HAZMAT): The Contractor shall provide an Occupational Safety and Health Administration (OSHA) approved HAZMAT locker/cabinet and maintain a Material Safety Data Sheets (MSDS) file for all cleaning solutions, oils, hydraulics, greases and other HAZMAT material as required.

(5) Fresh Water: The vessel shall supply 250 gallons of fresh water on the back deck daily for miscellaneous use.

(6) Communication Equipment: The vessel shall have all required U.S. Coast Guard (USCG) and Federal Communications Commission (FCC) approved equipment, e.g., HF Radio and VHF Radio for a vessel of its class.

In addition to equipment required by the USCG, Vessel shall be equipped upon commencement of the Charter with the following minimum communications capability:

- Internet access to include commercial email capability. Minimum 128kbps.
- Satellite Phone access.

(7) Navigation Equipment: The vessel shall have radar capable of observing targets within a 30 mile range with a map overlay capability, an accurate fathometer, and station keeping ability in accordance with C-2.9. The vessel shall have standard equipment for safe navigation.

(8) Electrical Power: The vessel shall provide 100 amps (60hz, 1ph/3ph) services for 110v, 208v, and 480v electrical power on the stern and 110v electrical power in the house of the ship.

R. Personnel:

(1) Contractor Personnel: The Contractor shall provide a point of contact that shall be available to discuss work performed under this contract during the normal working day and periods of underway time. 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, speak English, and possess valid and current certificates, licenses, and documents. 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. 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) Licenses and Certificates: The vessel shall be crewed to safely and efficiently operate the vessel, operate deck equipment and small boats, and perform mission operations on a 24-hour basis as described herein. Licensing, Standards of Training, Certification and Watch Keeping (STCW) endorsements, and documentation are required in accordance with USCG regulations as applicable to the vessel's type, size, class, and service. The Master, officers, and crew shall possess valid and current licenses, certificates, and documents for the capacity in which each is employed. At all times while underway, the Contractor shall have at least one shipboard employee aboard who has USCG recognized first aid and CPR certification within the past 12 months. All transportation costs for crewmembers shall be to the Contractor's account.

(2)1. Key Shipboard Personnel: The Contractor shall forward resumes, including qualification records (education, licenses, certificates, etc.), work history and training completed, of each prospective Master, Chief Engineer, Chief Mate, and First Assistant Engineer 15 days after award and as rotations may occur for new personnel.

(3) Transportation Worker Identification Credential (TWIC) Requirement: In accordance with 33 CFR 101, all crew members shall possess a TWIC card and have the ability to obtain DBIDS credentials.

(4) Conduct of Master Officers and Crew: If the Government shall have reason to be dissatisfied with the conduct of the Master, Officers, or crew, the Contractor shall, on receiving particulars of the complaint from the Contracting Officer, investigate the matter and, if necessary, make a change in personnel.

(5) Operational Responsibilities: The Master of the vessel shall be responsible at all times for the safety of the vessel and all on board. The Master of the vessel shall be responsible for meeting overall schedule requirements. The Master of the vessel shall be under the direction of the Senior Government Official with regards to the employment of the vessel, but shall not be under orders in regards to safe navigation, care and custody of the vessel, and care and safety of equipment, gear, and persons onboard.

(6) Functional Relationship: A healthy functional relationship between the Contractor personnel (officers and crew) and the Government is extremely critical. It is essential that the Contractor personnel and Government appreciate their individual responsibilities and dependence upon each other for attainment of the overall objective. A cooperative partnership between the two entities shall be maintained at all times. The attitude of the partnership developed between the two shall extend to and be shared by all concerned. Contractor personnel and Government shall jointly prepare for all operations concerning the vessel.

(7) Irreconcilable Differences: Irreconcilable differences between shipboard personnel and the Government regarding operations or other matters arising under this charter shall be fully documented and reported, by letter, message, or E-mail as appropriate, to the Contracting Officer for resolution.

S. Operational responsibilities:

(1) Deck Equipment Preservation: The Contractor shall ensure all deck equipment is maintained in a working condition at all times.

(2) Operation of Systems: The Contractor shall operate all platform systems to provide main and auxiliary propulsion, navigation, maneuvering, deck operations, and services to the Government to support the ME, the unit's hotel services, and emergency operations.

(3) Live Fire (Ammo/Mine) Handling and Operations: The ship's crew shall provide transportation, crane operation and serve as support personnel to supplement the Government's certified ammunition handlers during ammunition loading and

offloading operations. For the purposes of this contract, the ship's crew shall be considered working party personnel in accordance with OPNAVINST 8023.24B dated 16 March 2010. The crew shall not be required to obtain ammunition handling qualifications; however, they shall attend comprehensive safety briefs prior to their assignment as support personnel for ammunition handling operations. The crane operator shall be a qualified crane operator and shall possess a certificate documenting this qualification. NAVSEA – OP4 applies only when live fire testing is required. It is not anticipated that the weight limits for explosive bonuses will be exceeded. However, in the event that that limit is reached the bonuses for explosive handling shall be reimbursable.

(4) <u>Lifesaving Equipment/Drills:</u> The Contractor shall operate all lifesaving support systems in accordance with manufacturer's instructions at the time intervals and frequencies as required. Lifesaving support systems include, but are not limited to life rafts, davits, winches, and boat engines. The Contractor shall conduct all regulatory drills required. Government personnel shall participate in all regulatory drills.

(5) <u>Vessel Modifications:</u> The Government may, at its option, modify the vessel to meet new or changing mission requirements. The Government will either task the vessel to perform or to subcontract for the modifications as a reimbursable item, or undertake the modifications itself. Any and all equipment put aboard as a result of the modifications will be Government Furnished Equipment (GFE). All GFE will be removed prior to the vessel's redelivery at the expense of the Government, unless otherwise agreed to. The owner may not modify the vessel without approval of the Contracting Officer. Any approved modifications will be fully tested and verified by the appropriate Government authority. Mission related unforeseen structural modifications affecting class or the vessel's certifications may be required. The costs of Government directed modifications and the costs to restore the vessel to its original class or certification at award, as required by this contract, shall be borne by the Government.

(6) <u>Sponsor Berthing/Living Spaces:</u> Shipboard test personnel shall consist of up to 12 people. No more than four (4) personnel shall occupy a stateroom. No special berthing arrangements are required beyond providing male/female segregation. Curtained-off bunks are acceptable. Mobile berthing units on the deck are acceptable; however, such units shall not reduce the minimum required deck area nor interfere with the on-deck power requirements. Cost of the berthing shall be included in the contractor's fixed price.

(7) <u>Food Service for Government Personnel</u>: The Contractor shall provide three (3) galley-prepared cafeteria style meals for up to twenty (20) embarked Government personnel (twelve (12) Government personnel listed in C-3.6 and eight (8) Government personnel (day riders not requiring berthing) when underway (unless specifically requested while in port). Food provided to the Government shall have the most reasonable attainable degree of variety, quality, quantity, and nutritional value. The cost of meals for the 20 embarked Government personnel meals shall be included in the contractor's fixed price. Mobile galley service and units are acceptable; however, such units shall not reduce the minimum required deck area nor interfere with the on-deck power requirements. Meal items at a minimum shall consist of the following:

A. Breakfast – Eggs/omelets, breakfast meat (one), fruit, donuts, bagels or sweet rolls, toast, hot or cold cereal, fruit juice, coffee, soft drinks, tea, milk and bottled water.

B. Lunch – One sandwich type (hamburger, tuna salad, grilled cheese, etc.); two entrees (of which one shall be hot and consist of meat); vegetables, rice/potatoes, coffee, soft drinks, tea, milk and bottled water.

C. Dinner – Three entrees (of which two shall be hot and consist of meat), vegetables, rice/potatoes, dessert, coffee, soft drinks, tea, milk and bottled water.

D. Snack Foods. The Contractor shall provide snack foods and bottled water for Government personnel. Snack foods shall include foods such as cheese and crackers, fresh fruit, peanut butter and jelly, cookies or brownies, popcorn, ice cream, potato chips, etc.

E. Food Service for Additional Government Personnel. The Contractor shall provide galley prepared food service for additional personnel not permanently assigned to the vessel above 20 Government personnel. It is the responsibility of the Contractor to collect for these meals. Breakfast shall be reimbursed at a not-to-exceed price of (US) $5.00 and lunch and dinner at a not to exceed price of (US) $12.50.

F. Food Service Operations. The Master or the Sponsors medical officer shall conduct weekly inspections of food service spaces and equipment which shall be forwarded to the Master for review and signature. These completed forms shall be kept in a file for a minimum of one (1) year and made available for inspection when requested by Government representatives. Periodic Quality Assurance (QA) Inspections of the food service operation shall be conducted by Government representatives. These QA visits shall include a sanitation inspection using NAVMED Form 6240/1. If the ship's food service operation fails the sanitation inspection by receiving an unsatisfactory grade, the Government may direct the closing of the galley and secure food service operations until all discrepancies have been corrected. Alternate food service during this period of galley closure shall be at the contractor's expense. Daily and weekly cleaning of all food service operation spaces and equipment shall be done in strict accordance with CFP, ANSI and NSF standards. Provisions of COMSCINST 6000.1 (Series) and NAVMED P-5010 (Series) shall apply.

F.1. Food Handlers: All contractor personnel employed as food handlers shall meet the health and training standards set forth in NAVMED P-5010-1 and ensure they are free from any communicable diseases. All screening shall be documented in the food service employee's onboard medical record and kept on file for all food service employees currently assigned. The contractor shall be guided by food handling instructions and precautions in accordance with COMSCINST 4000.2 (Series). COMSCINST 6000.1 (Series) and NAVMED P-5010.

F.2. Provide Pest Control: The contractor shall ensure that all living spaces, recreation lounges, and work areas are free of pests at all times. The contractor

shall ensure that all personnel conducting pest control measures have been properly trained. All stores shall be checked by the contractor's personnel as appropriate, prior to loading, to ensure they are rodent and pest free. The contractor shall comply with the World Health Organization, International Health Regulations (IHR) of 1969, U.S. Navy Shipboard Pest Control Manual, SECNAVINST 6210.2 (Series) Quarantine Regulations, and NAVMED P-5010, Chapter 8 for further guidance and compliance.

F.3. Ship Sanitation Control Exemption Certificate (SSCEC)/Ship Sanitation Control Certificate (SSCC): The contractor is responsible for ensuring that the ship is SSCEC or SSCC certified at all times in compliance with guidelines delineated in the World Health Organization, International Health Regulations (IHR) of 2005 and BUMEDNOTE 6210. This certification is required to be completed on a recurring six (6) month basis. U.S. Navy and Military Sealift Command is authorized to conduct inspections and grant certifications for vessels under our cognizance. The contractor shall coordinate the necessary SSCEC/SSCC Inspection Certification as outlined at the following web site:
http://www.med.navy.mil/sites/nmcphc/Documents/program-and-policy-support/FAQ-Ship-Sanitation-Control-Program.pdf by contacting MSC Inspectors to schedule inspections. Primary - Mr. Dave Shuemaker Afloat Medical Program (Wk: 757-443-5630/Cell 757288-7597) Alternate - HMCS Randy Boucher N013 (Wk: 757341-3424).

H. Port Operations: The Government shall provide all port services unless mission requirements dictate that port services be procured from other ports that do not have a U.S. Government facility. The Government shall reimburse the Contractor if the Government does not provide port services. The primary support point for the vessels is the berthing facilities at the NAVSUPPACT, Panama City, Florida. The nominal depth at the berths is 20ft. Shore power (480v / 240v 3 phase and 115v single phase), diesel fuel, potable water, and sewage/trash removal services are available.

I. Automated External Defibrillator (AED): The Contractor shall provide sufficient Automated External Defibrillator (AED) units for the vessel's size and class. All AEDs shall be FDA approved and be suitable for shipboard use. The vessel's medical officer shall be trained to operate and maintain the AED. The AED shall be stored in a location ready for use to ensure that response time to shipboard medical emergencies does not exceed five minutes from any location on the vessel. AEDs shall be stored in a location that is accessible to trained rescuers.

T. Data Reporting/Other Requirements

(1) Incident/Accident Reports In all instances in which the Owners' vessel being handled by Owner's vessel(s) sustains damage or is involved in any incident resulting in damage to vessels or property, or in bodily injury or death, the vessel Owner shall submit a verbal report to the MSC Program Office within four hours of the occurrence (MSC Program Office POC information will be provided after award). The vessel Owner shall secure a report from the vessel(s) Master or Officer acting as pilot, and from any licensed pilot aboard the vessel being handled. Owner shall submit a written

report to the Contracting Officers Representative and Contracting Officer within twenty-four hours following said incident, reporting the facts, listing deaths, reporting the extent of damages to property and any bodily injuries, and listing recommendations to prevent recurrence.

2. Place / Range of Delivery: Naval Surface Warfare Center, Panama City Division, Panama City, FL

3. Place / Range of Redelivery: Naval Surface Warfare Center, Panama City Division, Panama City, FL

4. Charter Period: 120-days with one 50-day Option Period

5. Laydays: Commencing: 19 January 2026 (0800 hours Local)
Cancelling: 30 January 2026 (2000 hours Local)

6. <u>TERMS/CONDITIONS/ATTACHMENTS ADDED, DELETED OR MODIFIED</u>:

REPLACE PART VI WITH THE FOLLOWING:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) – CLASS DEVIATION 2025-O0003/CLASS DEVIATION 2025-O0004

(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 products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 products and commercial services:

[Contracting Officer check as appropriate.]
XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

XX (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

XX (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

__ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.

XX (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

XX (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

XX (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

XX (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

XX (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jan 2025) of 52.219-9.

__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

XX (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

XX (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

__ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

__ (33) [Reserved]

__ (34) [Reserved]

XX (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (Jul 2014) of 52.222-35.

XX (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

__ (ii) Alternate I (Jul 2014) of 52.222-36.

XX (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

XX (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

XX (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Jan 2025) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

XX (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

XX (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

XX (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

XX (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

XX (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

__ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

XX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

XX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).
(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, as defined in FAR 2.101, on the date of award of this contract, 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 this

paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

https://www.acquisition.gov/far/52.212

PART VII. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Amend VII(h)(1)(C) DFARS 252.203-7003 Agency Office of the Inspector General to read, "**UNCHECKED**."

Amend (h)(xix)(E) to be "**CHECKED**." That term reads as follows:

Use the provision at 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade, as prescribed in 247.574(d), to comply with section 1017 of Pub. L. 109-364.

PART VIII ADDITIONAL FAR AND DFARS CLAUSES; amend the following:

Amend (b)(2) FAR 52.204-4 Printed or Copied Double-Side on Postconsumer Fiber Content Paper, to read, "Reserved."

Amend to read: (b)(27) DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013) (MAY 2024)– **CHECKED**

Amend (b)(43) DFARS 252.232-7017 Accelerating Payments to Small Business Subcontractors Prohibition on Fees and Consideration, to read, "Reserved."

Add: (b)(61) DFARS 252.225-7973 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation (DEVIATION 2024-O0014) (AUG 2024) - **CHECKED**

Add: (b)(62) DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014) (AUG 2024) - **CHECKED**

Add: (b)(63) FAR 52.211-15 Defense Priority and Allocation Requirements. (APR 2008) – **CHECKED**

Add: (b)(64) DFARS 252.204-7024 Notice on the Use of the Supplier Performance Risk System. (MAR 2023) – **CHECKED**

Add: (b)(65) DFARS 252.225-7005 Identification of Expenditures in the United States. – **CHECKED**

Add: (b)(66) DFARS 252.225-7041 Correspondence in English. (JUN 1997) – **CHECKED**

Add: (b)(67) DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022) – **CHECKED**

Add: (b)(68) DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime. (JAN 2023) – **CHECKED**

Add: (b)(69) DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. (JUN 2023) – **CHECKED**

Add: (b)(70) DFARS 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. (JUN 2023) – **CHECKED**

PART VIII(c)(6) DFARS 252.232-7006 Wide Area Work Flow Payment Instructions

VIII(c)(6) DFARS 252.232-7006 Wide Area Work Flow Payment Instructions
VIII(c)(6)(f)(1)(ii)(A) **Not Applicable**

VIII(c)(6)(f)(1)(ii)(B) **Invoice 2-in-1**

VIII(c)(6)(F)(3): Document routing: The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table:

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	**N50082**
Issue By DoDAAC	**N32205**
Admin DoDAAC	**N32205**
Inspect By DoDAAC	**N62387**
Ship To Code	**N62387**
Ship From Code	Leave Blank
Mark For Code	Leave Blank
Service Approver (DoDAAC)	**N62387**
Service Acceptor (DoDAAC)	**N62387**
Accept at Other DoDAAC	Leave Blank
LPO DoDAAC	**N62387**
DCAA Auditor DoDAAC	Leave Blank
Other DoDAAC(s)	Leave Blank

PART IX. ATTACHMENTS – SPECIAL MISSION TIME CHARTER; add the following:

(b) U.S. Department of Labor Wage Determination 2019-0288, Rev. 23
(s) SPECIALTIME Fuel Consumption Template
(t) Shipyard Data Information Spreadsheet; As outlined in relevant Parts VII, X, and XI of the Proforma, submission of an offer requires the submission of relevant shipyard data information for all Jones Act vessels owned or controlled by the offeror.)

Offerors shall comply with all parts of the solicitation and shall use the guidelines set forth in Part X for submission of offers.

PART X. INSTRUCTIONS TO OFFERORS; amend or add the following:

Amend PART X(a)(1)(b)(14) to read: (Tailored) Evidence of International Shipboard Port Security (ISPS) compliance, USCG Certificate of Inspection (COI), Certificate of Documentation (COD), and ABS Class, as applicable.

Amend PART X(a)(1)(b)(16) to read: Vessel specification sheet to include pictures of the vessel.

Amend PART X(a)(1)(b)(17) to read: A valid submission consists of at least a ship name, a price, and a signature; without these at a minimum, your submission will not be considered for evaluation and award.

Amend PART X(a)(1)(h) Multiple Awards to read: "Reserved."

PART XI. FAR 52.212-2 EVALUATION; AMEND THE FOLLOWING:

AMEND PART XI(a) first paragraph to read as follows:

Award will be made, if at all, resulting from this solicitation to the responsible offeror (See Note (1) below) whose technically acceptable proposal represents the lowest price to the Government. If this RFP includes DFARS 252.247-7026, then this evaluation scheme is subject to the next paragraph.

Amend XI(b) to read as follows:

In selecting the lowest price, technically acceptable offer, the following factors will be considered, taking into account domestic shipyard usage:

1. Technical
2. Price

In compliance with Cargo Preference, the Contracting Officer may elect to only evaluate U.S. flag vessels, to include current U.S. flag vessels and vessels to be U.S. flag upon delivery.

Offers will be evaluated to determine if the vessel complies with the classified requirement.

Amend PART XI(c) Technical to read as follows: Technical. The offeror's proposal will be evaluated based on technical capability of the vessels proposed per the requirements outlined in Part I, Boxes 1 through 6. Owner/Offeror shall address all items of Boxes 1 through 6 for evaluation purposes.

AMEND PART XI(e)(a) Price to read as follows:

The offeror's price proposal will be evaluated based on the value of the charter hire rates offered for the entire charter period, cost of fuel, and any other costs set forth in the offer. For evaluation purposes, the period of performance will consist of the number of days specified in the individual solicitation. Fuel calculations will be based upon (a) **51** days underway laden at the speed specified in the individual solicitation (SPECIALTIME Boxes 68 and 70); (b) **68** days underway loitering as specified in the individual solicitation (SPECIALTIME Boxes 69 and 70); and (c) **51** days in port idle (SPECIALTIME Box 71). This will represent the overall price to the Government.

PART XI(e)(b); add the following to the body of the already-existing paragraph:
MGO/MDO: **$1,188.68** per metric ton.

PART XIII. OFFEROR REPRESENTATIONS AND CERTIFICATIONS REQUIRED BY DFARS; Amend/add the following:

(XIII)(c)(1) DFARS 252.247-7026 Evaluation Preference for Use of Domestic Shipyards - Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade. (NOV 2008) – **CHECKED**

Note: Failure to submit all required information as requested could result in your offer not being considered for award.

THIS CONCLUDES THE CHANGES TO PART I, SPECIALTIME BOX 6 (TERMS/CONDITIONS/ ATTACHMENTS ADDED, DELETED OR MODIFIED).

SIGNED: CHRISTOPHER TOMLIN, CONTRACTING OFFICER, MSC, N103A