

25 November 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 N3220526R6026

Ref: (a) SF 1449

(b) MSC TANKTIME 2024 (Rev.1 (12-24))("The Proforma")

This acquisition is 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 proposals submitted by owners/offers. 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/offers confirms agreement with all terms and conditions of this solicitation and the charter form, unless otherwise identified therein.

NOTES:

- 1. IN ACCORDANCE WITH MSC TANKTIME PROFORMA, PART X (a)(1)(b)(15), "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." PLEASE SEE PART X(a)(1)(b)(13) FOR SIGNATURE REQUIREMENTS.**
- 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. IN REFERENCE TO THE PROFORMA'S "WAR" SECTION, CONTRACTORS ARE NOTIFIED THAT THE RED SEA, THE BAB AL-MANDEB STRAITS, AND GULF OF ADEN ARE DESIGNATED IMMINENT DANGER PAY LOCATIONS; MSC CIVMARS RECEIVE IMMINENT DANGER PAY OF \$225 FOR THE ENTIRE MONTH OR \$7.50 PER DAY WHILE IN THE AREA.**
- 4. 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.**

A. STANDARD FORM 1449 BOXES

I. Standard Form 1449 Boxes

2. Contract No.: Will be provided upon award
5. Solicitation No.: N3220526R6026
6. Solicitation Issue Date: 25 November 2025
7. For Solicitation Information: Email Brandon Page brandon.a.page.civ@us.navy.mil; 564-226-1239
8. Offer Due Date: **Wednesday, 03 December 2025, at 1000 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: 483111
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-TANKTIME BOXES:

1. **VESSEL(S) REQUIRED:**

One, clean, approved, U.S. or foreign flag, double-hull tanker, with an Inert Gas System (IGS) and Segregated Ballast Tanks (SBT) that is capable of carrying a minimum of 240,000 bbls of clean product (intentions JP5, MUR, and F76) within vessel's natural segregation in designated cargo tanks with double valve isolation and with the following minimum particulars:

- a) Vessel must be a party to the Ship Inspection Report (SIRE) System, and Owner/Offeror must provide a copy of a Q-88 with a date no earlier than 60 days prior to offer submission.
- b) Vessel's Age – see TANKTIME 2024 (Rev. 1 (12-24)); Part II (o) (7) Age of Vessel.
- c) Vessel's Q-88 must detail current acceptances and dates of inspection. There shall be at least one SIRE inspection not more than six months prior to the commencement of laydays under this charter; Owner/Offeror shall confirm that such inspections were satisfactory.
- d) Vessel must have SBTs.
- e) Vessel must have an IGS.
- f) Vessel cannot exceed a maximum LOA of 200 meters.
- g) Vessel cannot exceed a maximum DWT of 50,000 MT. (Re-measuring DWT is allowed at owner's expense. Re-measurement must be completed before tendering NOR. Upon tendering NOR the most current Q-88 must reflect the new DWT.)

- h) Vessel must be capable of maintaining a minimum Speed of Advance (SOA) of 13 knots in moderate weather (Force 5) while laden.
- i) Owner/Offeror must provide a vessel stowage plan demonstrating the vessel's ability to load a minimum of 240,000 bbls JP5 (specific gravity .8165) while not exceeding a laden draft of 10.0 meters. The stowage plan must include the vessel's DWT and displacement.
- j) Owner/Offeror must provide a copy of vessel's current Class Society issued Safety Management Certificate.
- k) Owner/Offeror must provide a copy of vessel's current Flag State issued International Ship Security Certificate.
- l) For U.S. flagged vessels, the Owner/Offeror must provide a copy of vessel's current USCG Certificate of Inspection (COI). For foreign flagged vessels, the Owner/Offeror must provide a copy of vessel's current USCG Certificate of Compliance (COC) (if applicable), or the Flag State equivalent. A Flag State equivalent certificate shall include on it any deficiencies discovered by the Flag State during the inspection of the vessel and their remedies, the minimum manning requirements, the safety equipment and appliances required on board, the total number of persons allowed to be on board the vessel, the names of the owners and operators of the vessel. The COI, COC, or Flag State equivalent certificate submitted by the offeror shall be current and not expire throughout the duration of the charter.
- m) Owner/Offeror must provide vessel itinerary from offer submission to intended arrival at load port.
- n) The proposed vessel's cargo tanks that are nominated by the Owner/Offeror to load the intended cargo must be compatible with the intended cargo. This compatibility will be assessed using the following references:
 - 1. MIL-STD-3004-1, Table XXIV, Minimum Requirements for Preparation of Cargo Tanks (latest revision).
 - 2. Energy Institute, HM 50, Guidelines for the preparation of tanks and lines for marine tank vessels carrying petroleum and refined products (latest revision).

The aforementioned references are hereby incorporated into the RFP and MIL-STD-3004-1 is available via ASSIST Quick Search: <https://quicksearch.dla.mil/>. The assessment for compatibility will be conducted on the basis of the Certificates of Quality for the vessel's last three cargoes.

- o) Owner/Offeror must confirm upon arrival at the load port, the vessel shall be in a clean, gas-free condition and ready for internal tank inspection of the cargo tanks, which will be used to carry this product. These tanks and all additional cargo tanks, ballast tanks, slop tanks and/or void spaces adjacent to these tanks shall be clean and certified as gas free by a Certified Marine Chemist for the tank inspection prior to the ship being allowed to load the Government's cargo. The Owner/Offeror shall provide at their expense a Certified Marine Chemist to certify the ship's tanks are safe for entry for the internal tank inspection by the Government and/or Charterer representative. The Certified Marine

Chemist must enter all the ship's cargo tanks in advance of the Quality Assurance Representative (QAR) and perform a full four-corner entry inspection. Certified Marine Chemist's inspection must include all tank pockets identified by the QAR to the satisfaction of the QAR. If a prior (last, 2nd to last, or 3rd to last) cargo contained a percentage of benzene, the Owner/Offeree's Certified Marine Chemist must arrive to the vessel equipped with benzene detection tubes to measure toxicity for benzene content. Acceptable benzene levels are as follows: (1) The maximum time-weighted average (TWA) exposure limit is 1 part of benzene vapor per million parts of air (1 ppm) average for an 8-hour workday; and (2) the maximum short-term exposure limit (STEL) is 5 ppm for any 15-minute period. Gasoline tanks, after cleaning should be ventilated with forced air or acceptable means for as long as possible to ensure levels are reduced enough to allow entry. All safe for entry / toxicity / flammability assessments shall be performed in the presence of the inspecting QAR. Owner/Offeree shall provide time needed to re-inert after inspection.

- p) Owner/Offeree must provide: if vessel cargo tanks have heating coils, coil type or composition (such as stainless steel, copper, etc.). If vessel cargo tanks have heating coils, Owner/Offeree must provide the date heating coils were last pressure tested and the results of the test (passed or failed). To be eligible for award, the result of the last pressure test must be "pass", and the date of the last pressure test cannot exceed 12 months for the duration of this charter. Vessels that have cargo tanks with coils that are incompatible with the cargo to be carried will be rejected.
- q) If vessel cargo tanks are internally coated, Owner/Offeree shall provide the coating type (epoxy, inorganic zinc, etc.). Coal tar coating is not acceptable. If tanks are not coated then state "none". Coatings that are incompatible with the fuel to be carried will be rejected.
- r) Owner/Offeree shall provide copies of Certificates of Quality for last three cargoes. These Certificates must contain all test data required by specification for the products that were previously loaded (last three). Vessel Certificates of Quality from vessel post-load samples are preferred, but if unavailable, shore tank Certificates of Quality representing quality of product loaded are acceptable. They shall be submitted for each shore tank as well as the vessel tanks after loading (composite sample). Results of "typical" and "FAME-free declarations" are not acceptable. If any of the three provided COQs are for the following product types, the below requirements apply and must be addressed in the offer:
1. Naphtha / Condensates: Mercaptan Sulphur, reported in "parts per million" (ppm) or "mass percent", or Doctor Test (ASTMD 4952). Additionally, naphtha is required to be lead-free, per HM 50. Testing for lead is required; lead content shall not exceed 5 mg/L.
 2. Gasoline (Motor or Aviation): It must be stated whether the previous product was "leaded" or "unleaded". This is needed to determine cargo tank "safe entry" testing requirements.
 3. Fatty Acid Methyl Esters (FAME): The provisions of MIL-STD-3004-1, Table XXIV, Minimum Requirements for the Preparation of Tanker Cargo Tanks (latest revision) note 5 apply. When any of the last three non-DLA Energy cargoes have consisted of diesel or heating oil products, FAME test (EN 14078 and ASTM D7371) results shall be provided for each applicable cargo; examples of diesel or

heating oil products include, but are not limited to, ULSD, DF1, DF2, DS1, DS2, DSS, DSW, MGO, Gasoil, FS1, FS2, FS4, FS5, FS6, and IFO. In scenarios where FAME testing is not available for non-DLA Energy cargoes, the applicable cargo shall be deemed to have contained FAME greater than 5 vol % and evaluation will be conducted under MIL-STD-3004-1, Table XXIV, Minimum Requirements for the Preparation of Tanker Cargo Tanks (latest revision) under procedures for biodiesel blends greater than B5.

- s) In addition to copies of Certificates of Quality, Owner/Offeror shall provide loading plans for last three cargoes when requested. The government reserves the right to accept or reject previous cargoes it deems may cause harm to the quality of government owned product(s).
- t) Owner/Offeror shall confirm vessel is able to take upper, middle, lower, bottom, and all-level samples of the cargo (to include OBQ & ROB) without contaminating them from the sampling location. If unable to do so or if the sampling location is contaminated or suspected to be contaminated, the Owner/Offeror agrees that the Charterer will require open sampling on a case-by-case basis, consistent with safety and local terminal regulations.
- u) Owner/Offeror agrees where cargo is carried after contract award and prior to delivery to provide cargo type/description prior to loading, and applicable Certificates of Quality (to include all test data required in the initial RFP) for review within 48 hours after loading said cargo. Test shall be on a sample taken from the ship versus a representative sample from a shore facility. Any rejection of the Certificates of Quality by the Government shall result in the Government cancelling this contract at no cost to the Government. This compatibility will be assessed using the MIL-STD-3004-1, Table XXIV, Minimum Requirements for Preparation of Cargo Tanks (latest revision).
- v) Vessel must meet all MSC requirements for reporting. Vessel shall provide position/status reports in-port and at-sea every six hours daily at 0000, 0600, 1200, and 1800 hours local Washington, DC time (GMT-5 EST/GMT-4 EDT) and 72/48/24/12 hour pre-arrival notifications for all ports to Area Command and COMSC TANKERS. Reports shall be sent to the following email addresses:
 - 1) GREGORY.F.STEPHENS.CIV@US.NAVY.MIL
 - 2) PETER.P.BOK.CIV@US.NAVY.MIL
 - 3) USN.SEMBAWANG-SINGAPORE.COMLOGWESTPAC.MBX.CTF73-BWO@US.NAVY.MIL
 - 4) MSC-SSUJAPAN-OPS@US.NAVY.MIL
 - 5) MSC-MSCKOR-OPS@US.NAVY.MIL
 - 6) MSC_BWC@US.NAVY.MIL
 - 7) MSCHQ_TANKERS_NRFK@US.NAVY.MIL
 - 8) DLA_TANKER_POSITION_REPORT@DLA.MIL
- w) Vessel will be required submit a Monthly Voyage Abstract form on a monthly basis and emailed to MSCHQ_TANKERS_NRFK@US.NAVY.MIL no later than the first day of the month following the month of performance. For time charters that complete prior to the end of the month, the report must be received no later than two calendar days after

completion of charter (off-hire). Entries must start with the date the ship presents NOR and is accepted on hire. All columns must be completed as noted. Pull down menus for columns C, X and Y are the only comments to be used. Built in macros/formulas are not to be altered.

- x) Confirm that Owner/Offeror agrees to all other terms and conditions as per TANKTIME 2024 (Rev. 1 (12-24)). Counters to TANKTIME 2024 (Rev. 1 (12-24)) are not acceptable until written confirmation is provided by the charterer

2. PLACE/RANGE OF DELIVERY:

Western Pacific / Sea of Japan, Range and Port in Charterer's Option
(Intentions DAESAN, KOREA)

3. PLACE/RANGE OF REDELIVERY:

Singapore, Singapore Range and Port in Charterer's Option (Intentions Singapore)

4. CHARTER PERIOD:

About 60 days

5. LAYDAYS:

Commencing: 25 December 2025

Cancelling: 26 December 2025

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

**INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. –
REPUBLIC OF KOREA (ROK) STATUS OF FORCES AGREEMENT (SOFA)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) USFKI 4901.01, which can be found under the "publications" tab on the U.S. Forces Korea homepage at <http://www.usfk.mil>.

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended.

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which U.S. forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Office of Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third-Country contractors under the (IC) and (TR) Program (USFKI 4901.01).

“Responsible Officer (RO)” means a DoD employee (such as a military E5 and above or civilian GS-7/KGS-07 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval from the Office of Acquisition Management, USFK (FKAQ), Unit #15289, APO AP 96271-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFKI 4901.01. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFKI 4901.01. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property (GFP) or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK instruction(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases, in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK SA and RO on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFKI 4901.01.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) IC/TR status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
- (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK instructions.

(l) It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFKI 4901.01, Enclosure A, paragraph 4 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and directives. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable –

- (1) United States, host country, and third-country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection

advisories, health advisories, area (i.e., “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third-country national contractor personnel.

(3) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Notice)

AMEND MSC TANKTIME 2024 (REV. 1 (12-24)) PART III, PARAGRAPH (k)(4)(viii) AS DESCRIBED ABOVE IN PART I BOX 1.r)

AMEND PART III (o), Alterations, to read as follows;

Part III(o) The Charterer shall be at liberty to direct any alterations related to Consolidated Cargo Operations (CONSOL) and secure communications it may require beyond what is onboard at the commencement of this Charter; such work to be directed via bilateral modification and may require the contractor to undertake all aspects of the alteration planning and execution.

The Charterer shall also be at liberty to direct a CONSOL installed vessel to conduct subsequent Ship Qualification Trials that are required for CONSOL certification via bilateral modification.

The Government shall have the right to abandon in place any CONSOL install, CONSOL trials or secure communications alteration or related Government furnished property, at no cost.

Call Out: Part V(n). Fully bunkered.

Full text of clauses may be accessed electronically through this/these address(es):
<http://www.acquisition.gov/far/index.html>
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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) (DEVIATION 2025-O0003 & 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).

__ (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.

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

__ (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).

__ (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)).

__ (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.

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

__ (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. 76711).

__ (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.]

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

___ (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).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.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).

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

___ (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.

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

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 52.204-19 Incorporation by Reference of Representations and Certifications. – **CHECKED**

Add: (b)(64) FAR 52.211-15 Defense Priority and Allocation Requirements. (APR 2008) – **CHECKED**

Add: (b)(65) DFARS 252.204-7024 Notice on the Use of the Supplier Performance Risk System. (MAR 2023) – **CHECKED**

Add: (b)(66) DFARS 252.225-7005 Identification of Expenditures in the United States. – **CHECKED**

Add: (b)(67) DFARS 252.225-7041 Correspondence in English. (JUN 1997) – **CHECKED**

Add: (b)(68) DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022) – **CHECKED**

Add: (b)(69) DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime. (JAN 2023) – **CHECKED**

Add: (b)(70) DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. (JUN 2023) – **CHECKED**

Add: (b)(71) DFARS 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. (JUN 2023) – **CHECKED**

Add: (b)(72) DFARS 252.232-7008 Assignment of Claims (Overseas). (JUN 1997) – **CHECKED**

Add: (b)(73) DFARS 252.233-7001 Choice of Law (Overseas). – **CHECKED**

Add: (b)(74) DFARS 252.222-7002 Compliance with Local Labor Laws (Overseas). (JUN 1997) – **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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
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 – TANKER TIME CHARTER; add the following:

(c) TANKTIME Fuel Consumption Template

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)(h) Multiple Awards, to read: Reserved.

PART XI. FAR 52.212-2 EVALUATION; Amend the following:

PART XI(e) PRICE; amend to read as follows:

XI(e)(a) The Offeror’s price proposal will be evaluated based on the value of the charter hire rate(s) offered for the entire charter period of (a) **60** days, price for fuel, and any other pricing elements set forth in the offer. For evaluation purposes the period of performance will consist of (b) **60** days. Fuel calculations will be based upon (c) **36** days underway laden at the speed specified in the individual solicitation, using fuel consumptions provided in TANKTIME Boxes 89 and 91), (d) **11** days underway ballast at the speed specified in the individual solicitation, using fuel consumptions provided in TANKTIME Boxes 90 and 91, (e) **05** days in port idle/loading, using the fuel consumption provided in TANKTIME Box 92a, and (e) **08** days in port discharging, using the fuel consumption provided in TANKTIME Box 92b). This will represent the overall cost to the Government. The proposed price(s) must be determined to be fair and reasonable.

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

AMEND PART XI(g) Options, to read “Reserved.”

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

SIGNED: NIC HATCHER, CONTRACTING OFFICER, MSC, N103A