

**MILITARY SEALIFT COMMAND
DRY CARGO VOYAGE CHARTER (DRYVOY– SPOT 13.5)
SEPTEMBER 2022 (09-22)**

PREAMBLE

1. This Request for Proposals (RFP) is a solicitation for offers to perform a Charter Party (the “Contract” or the “Charter”) in accordance with the terms and conditions herein.
2. The Charter, when awarded, will consist of the completed Standard Form (SF) 1449, this Preamble, and Parts I through IX.
3. The signature of the Contracting Officer on SF1449 signifies acceptance of the Contractor’s proposal and award of the Charter. The SF 1449 and Parts I through IX contain in full all of the amendments, references, responses, deletions, additions and interlineations made by both parties to the RFP and the proposal as of the Charter Party date. In the event that there is any inconsistency between the terms and conditions of this Contract and those in an offeror’s proposal, this Contract shall control. All references to boxes in Parts II through IX shall be to Part I boxes unless otherwise stated.
4. Each of the Parts or any portion thereof of this Charter Party shall be deemed severable, and should any Part or any portion thereof be held invalid, illegal, or unenforceable, the remaining Parts and portions thereof shall continue in full force and effect. The headings herein are for the sake of convenience and reference only, and shall not affect the interpretation of this Charter Party.

LIST OF EFFECTIVE CHANGES

Revision Num.	Description	Date
N/A	Part II FAR 52.212-4 Contract Terms and Conditions - Commercial Items (NOV 2021); updated.	Sep 2022
	Part III(t) Press Release; added.	
	Part III(u) Vessel Name Release; added.	
	Part VI FAR 52.212-5; updated.	
	Part VIII(b)42 DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services; added and checked.	
	Part VIII(c)(9) FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008); added and checked.	
	Part X(b)(16)(xvi); revised to read: Dependent upon response(s) to FAR 52.204-26, completed FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Service or Equipment (see DRYVOY Part XII).	
	Part X(b)(16)(xxi) Completed DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (See DRYVOY Part XII.); added.	
	Part X(b)(16)(xxii) Dependent upon response to DFARS 252.204-7016, completed DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (see DRYVOY Part XII); added.	
	Part XI(d) Past Performance; paragraph revised. Added last three sentences.	
	Part XII(c)(3) FAR 52.212-3; updated.	
	Part XIII(b)(4) DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019); added.	
	Part XIII(b)(5) DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (MAY 2021); added.	

**MILITARY SEALIFT COMMAND
COMMERCIAL ITEM ACQUISITION
DRYVOY CHARTER**

TABLE OF CONTENTS

Part	Page No.
I. DRYVOY BOXES	I-1 – I-7
(a) Pages I-1 through I-4 (applicable to all solicitations)	
(b) Page I-5 (applicable only to Contracts of Affreightment)	
(c) Page I-6 (applicable only to Semi-submersible Transport)	
II. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (tailored pursuant to FAR 12.302(a))	II-1 – II-12
(a) Inspection (tailored)	
(b) Assignment	
(c) Changes (tailored)	
(d) Disputes	
(e) Definitions (tailored)	
(f) Excusable Delays (tailored)	
(g) Invoice	
(h) Patent Indemnity	
(i) Payment	
(j) Risk of Loss (tailored)	
(k) Taxes (tailored)	
(l) Termination for the Government's Convenience	
(m) Termination for Cause (tailored)	
(n) Title	
(o) Warranty (tailored)	
(p) Limitation of Liability	
(q) Other Compliances	
(r) Compliance with Laws Unique to Government Contracts	
(s) Order of Precedence (tailored)	
(t) System for Award Management (SAM)	
(u) Unauthorized Obligations	
(v) Incorporation by Reference	
III. DRY CARGO VOYAGE TERMS AND CONDITIONS (Addendum to FAR 52.212-4)	III-1 – III-10
(a) Freight	
(b) Overage	
(c) Deadfreight	

- (d) Demurrage
- (e) Detention
- (f) Cargo
- (g) Non-Government Cargo
- (h) Loading and Discharging
- (i) Ports
- (j) Notice of Readiness
- (k) Laytime/Demurrage
- (l) Cancelling
- (m) Cargo Receipts
- (n) Oil Pollution Spill
- (o) Stevedore Damage
- (p) Time Sheets
- (q) Safety in Loading and Discharging Cargo
- (r) Deck Cargo
- (s) Spain-Gibraltar Prohibition
- (t) Press Release
- (u) Vessel Name Release

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

IV-1 – IV-19

- (a) General Definitions
- (b) Ice
- (c) Quarantine
- (d) General Average
- (e) Deviation
- (f) Agents
- (g) Subcharter
- (h) War
- (i) Substitution
- (j) Law Governing
- (k) Notice of ETA
- (l) Reimbursable Supplies and Services (Charters)
- (m) Special Requirements
- (n) Statutory Employee
- (o) Reserved
- (p) In-Transit Visibility
- (q) Security Threat
- (r) MSC Shipboard Antiterrorism/Force Protection Measures
- (s) Salvage
- (t) Insurance
- (u) Military Extraterritorial Jurisdiction
- (v) Supercargo and Government Designated Representatives
- (w) Reserved
- (x) Contractor's Notice Regarding Litigation

**V. DRY CARGO VOYAGE ADDITIONAL CONTRACT REQUIREMENTS
(Addendum to FAR 52.212-4)**

V-1 –V-18

(Unless specifically referenced in Box 7, the paragraphs that follow do not apply to this Charter Party)

- (a) Position Reports
- (b) Reserved
- (c) Tugs and Barges
- (d) Deviation for Bunkers
- (e) Voyage Charter War-Risk Coverage
- (f) Nature of Contract (COA)
- (g) Vessel Nomination/Age Restriction (COA)
- (h) Cancelling (COA)
- (i) Overage (COA)
- (j) Contractor Security (CS)
- (k) Program of Shipments (COA)
- (l) Final Shipment (COA)
- (m) Shortlifting (COA)
- (n) Charter Alterations (COA)
- (o) Loading and Discharging (F.i.o.s.s.)
- (p) Loading and Discharging (F.i.o.ex s.s.)
- (q) Loading and Discharging (Liner Terms)
- (r) Loading and Discharging (F.i.o.s.s. with Owner- furnished Lashing Gear)
- (s) Loading and Discharging (F.i.o.s.s. with Owner-Furnished Trailers or Gear)
- (t) Loading and Discharging (Liner terms, from/to Government Terminal)
- (u) Loading and Discharging (FLO/FLO)
- (v) Independent Surveyor (FLO/FLO)
- (w) Notice of Readiness (FLO/FLO)
- (x) Laytime/Demurrage (FLO/FLO)
- (y) Alternate Loading or Discharging Site (FLO/FLO)
- (z) Charter Alterations (FLO/FLO)
- (aa) Liability (Knock-For-Knock)
- (ab) Both to Blame
- (ac) Securing and Stowing of Ammunition Containers
- (ad) Explosive Warranty
- (ae) Safety and Fire Protections and Lighting
- (af) Emergency Preparedness
- (ag) Nordenham/Bremerhaven Port Charges

VI. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

VI-1 – V9

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

VII-1 – VII-9

- (a) Required for all contracts
 - (1) FAR 52.203-3 Gratuities
 - (2) DFAR 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
 - (3) DFARS 252.227-7015 Technical Data—Commercial Items
 - (4) DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data
 - (5) DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel
- (b) Required for contract(s) greater than \$1,000,000.00
 - (1) DFARS 252.205-7000 Provision of Information to Cooperative Agreement Holders
- (c) Required for contract(s) greater than \$500,000.00
 - (1) DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
- (d) Required for contract(s) exceeding the Simplified Acquisition Threshold (SAT)
 - (1) DFARS 252.225-7012 Preference for Certain Domestic Commodities
 - (2) DFARS 252.243-7002 Requests for Equitable Adjustment
- (e) Required for contract(s) awarded to a U.S. vendor
 - (1) DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports
- (f) Required for contract(s) awarded to a U.S. flag vessel
 - (1) DFARS 252.247-7027 Riding Gang Member Requirements
- (g) Required for contract(s) for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea
 - (1) DFARS 252.247-7024 Notification of Transportation of Supplies by Sea
- (h) Required by Contracting Officer as applicable
 - (1) DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
 - (2) DFARS 252.203-7003 Agency Office of the Inspector General
 - (3) DFARS 252.203-7005 Representation Relating to Compensation of Former DoD Officials
 - (4) DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors
 - (5) DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
 - (6) DFAR 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
 - (7) DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

- (8) DFARS 252.204-7013 Limitations on the Use or Disclosure of Information by Litigation Support Offerors
- (9) DFARS 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors
- (10) DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
- (11) DFARS 252.205-7000 Provision of Information to Cooperative Agreement Holders
- (12) DFARS 252.211-7003 Item Unique Identification and Valuation
- (13) DFARS 252.211-7006 Passive Radio Frequency Identification
- (14) DFARS 252.211-7007 Reporting of Government-Furnished Property
- (15) DFARS 252.211-7008 Use of Government-Assigned Serial Numbers
- (16) DFARS 252.213-7000 Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System—Statistical Reporting in Past Performance Evaluations
- (17) DFARS 252.215-7003 Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation
- (18) DFARS 252.215-7004 Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation
- (19) DFARS 252.215-7007 Notice of Intent to Resolicit
- (20) DFARS 252.215-7008 Only One Offer
- (21) (i) DFARS 252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
 - (ii) Alternate I
- (22) (i) DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)
 - (ii) Alternate I
- (23) DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program)
- (24) DFARS 252.219-7000 Advancing Small Business Growth
- (25) DFARS 252.219-7012 Competition for Religious-Related Services
- (26) DFARS 252.223-7008 Prohibition of Hexavalent Chromium
- (27) (i) DFARS 252.225-7000 Buy American—Balance of Payments Program Certificate
 - (ii) Alternate I
- (28) (i) 252.225-7001 Buy American and Balance of Payments Program
 - (ii) Alternate I
- (29) DFARS 252.225-7006 Acquisition of the American Flag
- (30) DFARS 252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
- (31) DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals
- (32) DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- (33) DFARS 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance
- (34) DFARS 252.225-7012 Preference for Certain Domestic
- (35) DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
- (36) DFARS 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- (37) DFARS 252.225-7017 Photovoltaic Devices
- (38) DFARS 252.225-7018 Photovoltaic Devices—Certificate
- (39) (i) DFARS 252.225-7020 Trade Agreements Certificate
 - (ii) Alternate I
- (40) (i) DFARS 252.225-7021 Trade Agreements
 - (ii) Alternate II
- (41) DFARS 252.225-7023 Preference for Products or Services from Afghanistan
- (42) DFARS 252.225-7024 Requirement for Products or Services from Afghanistan
- (43) DFARS 252.225-7026 Acquisition Restricted to Products or Services from Afghanistan
- (44) DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
- (45) DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments

- (46) DFARS 252.225-7029 Acquisition of Uniform Components for Afghan Military or Afghan National Police
- (47) DFARS 252.225-7031 Secondary Arab Boycott of Israel
- (48) (i) DFARS 252.225-7035 Buy American—Free Trade Agreements—Balance of Payments Program Certificate
 - (ii) Alternate I
 - (iii) Alternate II
 - (iv) Alternate III
 - (v) Alternate IV
 - (vi) Alternate V
- (49) (i) DFARS 252.225-7036 Buy American--Free Trade Agreements—Balance of Payments Program
 - (ii) Alternate I
 - (iii) Alternate II
 - (iv) Alternate III
 - (v) Alternate IV
 - (vi) Alternate V
- (50) DFARS 252.225-7037 Evaluation of Offers for Air Circuit Breakers
- (51) DFARS 252.225-7038 Restriction on Acquisition of Air Circuit Breakers
- (52) DFARS 252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States
- (53) DFARS 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
- (54) DFARS 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
- (55) DFARS 252.225-7049 Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations
- (56) DFARS 252.225-7050 Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism
- (57) DFARS 252.225-7051 Prohibition on Acquisition for Certain Foreign Commercial Satellite Services
- (58) DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets and Tungsten as prescribed in 225.7018-5.
- (59) DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns
- (60) (i) DFARS 252.227-7013 Rights in Technical Data–Noncommercial Items
 - (ii) Alternate I
 - (iii) Alternate II
- (61) (i) DFARS 252.227-7015 Technical Data–Commercial Items
 - (ii) Alternate I
- (62) DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data
- (63) DFARS 252.229-7014 Taxes—Foreign Contracts in Afghanistan
- (64) (i) DFARS 252.229-7015 Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)
 - (ii) Alternate I
- (65) DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports
- (66) DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions
- (67) DFARS 252.232-7009 Mandatory Payment by Governmentwide Commercial Purchase Card
- (68) DFARS 252.232-7010 Levies on Contract Payments
- (69) DFARS 252.232-7011 Payments in Support of Emergencies and Contingency
- (70) DFARS 252.232-7014 Notification of Payment in Local Currency (Afghanistan)

- (71) DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel
- (72) DFARS 252.237-7019 Training for Contractor Personnel Interacting with Detainees
- (73) DFARS 252.239-7009 Representation of Use of Cloud Computing
- (74) DFARS 252.239-7010 Cloud Computing Services
- (75) DFARS 252.239-7017 Notice of Supply Chain Risk
- (76) DFARS 252.239-7018 Supply Chain Risk
- (77) DFARS 252.243-7002 Requests for Equitable Adjustment
- (78) DFARS 252.244-7000 Subcontracts for Commercial Items
- (79) DFARS 252.246-7003 Notification of Potential Safety Issues
- (80) DFARS 252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations
- (81) DFARS 252.246-7008 Sources of Electronic Parts
- (82) DFARS 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
- (83) DFARS 252.247-7022 Representation of Extent of Transportation by Sea
- (84) (i) DFARS 252.247-7023 Transportation of Supplies by Sea
 - (ii) Alternate I
 - (iii) Alternate II
- (85) DFARS 252.247-7025 Reflagging or Repair Work
- (86) 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
- (87) DFARS 252.247-7027 Riding Gang Member Requirements
- (88) DFARS 252.247-7028 Application for U.S. Government Shipping Documentation/Instructions

VIII. ADDITIONAL FAR AND DFARS CLAUSES

VIII-1 – VIII-9

- (a) FAR 52.252-2 Clauses Incorporated by Reference
- (b) Required FAR and DFARS Clauses by Contracting Officer as Applicable (Incorporated By Reference)
 - (1) FAR 52.204-4 Printed or Copied Double-Side on Postconsumer Fiber Content Paper
 - (2) FAR 52.232-18 Availability of Funds
 - (3) FAR 52.245-1 Government Property
 - (4) DFARS 252.201-7000 Contracting Officer’s Representative
 - (5) DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
 - (6) DFARS 252.204-7000 Disclosure of Information
 - (7) DFARS 252.204-7003 Control of Government Personnel Work Product
 - (8) Reserved
 - (9) DFARS 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
 - (10) DFARS 252.211-7006 Passive Radio Frequency Identification
 - (11) DFARS 252.215-7007 Notice of Intent to Resolicit
 - (12) DFARS 252.215-7008 Only One Offer
 - (13) DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives
 - (14) DFARS 252.223-7003 Change in Place of Performance – Ammunition

- and Explosives
- (15) DFARS 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
 - (16) DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
 - (17) DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property
 - (18) DFARS 252.245-7002 Reporting Loss of Government Property
 - (19) DFARS 252.245-7003 Contractor Property Management System Administration
 - (20) DFARS 252.245-7004 Reporting, Reutilization, and Disposal
 - (21) DFARS 252.247-7025 Reflagging or Repair Work
 - (22) FAR 52.228-3 Worker's Compensation Insurance (Defense Base Act)
 - (23) DFARS 252.232-7007 Limitation of Government's Obligation
 - (24) FAR 52.232-39 Unenforceability of Unauthorized Obligations
 - (25) FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
 - (26) DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
 - (27) DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
 - (28) DFARS 252.247-7027 Riding Gang Member Requirements
 - (29) DFARS 252.247-7023 Transportation of Supplies by Sea-Basic
 - (30) DFARS 252.247-7022 Representation of Extent of Transportation by Sea
 - (31) FAR 52.204-16 Commercial and Government Entity Code Reporting
 - (32) FAR 52.204-17 Ownership or Control of Offeror
 - (33) FAR 52.204-18 Commercial and Government Entity Code Maintenance
 - (34) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
 - (35) FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
 - (36) DFARS 252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2020-O0001) (NOV 2019)
 - (37) DFARS 252.225-7975 Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0001) (NOV 2019)
 - (38) FAR 52.204-13 System for Award Management Maintenance
 - (39) DFARS 252.204-7020 Notice of NIST SP 800-171 DOD Assessment Requirements
 - (40) DFARS 252.232-7017 Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration
 - (41) DFARS 252.233-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)
 - (42) DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
 - (c) Required FAR, DFARS and MSC Clauses (Incorporated By Full Text)
 - (1) FAR 52.204-7 System for Award Management (SAM)
 - (2) FAR 52.217-8 Option to Extend Services
 - (3) FAR 52.217-9 Option to Extend the Term of the Contract
 - (4) Reserved

- (5) Reserved
- (6) DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions
- (7) MSC Specific Wide Area Workflow (WAWF) Instructions
- (8) DFARS 252.232-7010 Levies on Contract Payments
- (9) FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use

IX. ATTACHMENTS

IX-1 – IX-5

- (a) Standard Statement of Facts (Time Sheet)
- (b) Laytime Statement
- (c) U.S. Department of Labor Wage Determination
- (d) Shipyard Data Information Spreadsheet

X. INSTRUCTIONS TO OFFERORS

X-1 – X-9

- (a) Required FAR Clauses (Incorporated By Full Text)
 - (1) FAR 52.212-1 Instructions to Offerors – Commercial Items (tailored pursuant to FAR 12.302(a))
 - (a) North American Industry Classification System (NAICS) Code and Small Business Size Standard
 - (b) Submission of Offers (tailored)
 - (c) Period for Acceptance of Offers (tailored)
 - (d) Vessel Substitution (tailored)
 - (e) Multiple Offers
 - (f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers
 - (g) Contract Award
 - (h) Multiple Awards
 - (i) Availability of Requirements Documents Cited in the Solicitation
 - (j) Unique Entity Identifier (UEI)
 - (k) Reserved
 - (l) Debriefing
 - (m) Service of Protest (added)
 - (n) FAR Part 13.5 Acquisition (added)
 - (2) FAR 52.215-5 Facsimile Proposals
 - (3) FAR 52.212-1 (Addendum) Additional Instructions to Offerors—Commercial Items

XI. FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS

(tailored pursuant to FAR 12.302(a))

XI-1 – XI-3

XII. OFFEROR REPRESENTATIONS AND CERTIFICATIONS REQUIRED BY FAR

XII-1 – XII-31

- (a) FAR 52.252-1 Solicitation Provisions Incorporated by Reference

- (b) Required (Incorporated by Reference)
 - (1) FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification
 - (2) FAR 52.204-19 Incorporation by Reference of Representations and Certifications
- (c) Required (Incorporated by Full Text)
 - (1) FAR 52.209-7 Information Regarding Responsibility Matters (OCT 2018)
 - (2) FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under any Federal Law (FEB 2016)
 - (3) FAR 52.212-3 Offeror Representations and Certifications– Commercial Products and Commercial Services (NOV 2021) with Alternate I (OCT 2014)
 - (4) FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals— Representation (DEC 2016)
 - (5) FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
 - (6) FAR 52.204-26 Covered Telecommunications Equipment or Services- Representation (OCT 2020)
 - (7) FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)
 - (8) FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (OCT 2020)

**XIII.OFFEROR REPRESENTATIONS AND CERTIFICATIONS REQUIRED
BY DFARS**

XIII-1 – XIII-7

- (a) Required (Incorporated by Reference)
 - (1) DFARS 252.203-7005 Representation Relating to Compensation of Former DoD Officials
 - (2) Reserved
 - (3) DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (NOV 2020)
- (b) Required (Incorporated by Full Text)
 - (1) DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation Under any Federal or State Law (DEVIATION 2012-O0007) (MAR 2012)
 - (2) Reserved
 - (3) Reserved
 - (4) DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019)
 - (5) DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (MAY 2021)
- (c) Required DFARS Clause by Contracting Officer as Applicable
 - (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)



MSC DRYVOY 2022

PART I - DRYVOY BOXES

	Vessel(s):								
	Owner, Unique Entity Identifier (UEI), CAGE Code, TIN (and TIN of parent, if applicable):								
Solicitation Number (date):	Contract Number (date):								
1. Vessel(s) Required:	2. Cargo Description (including measure, identifying weight or volume, and if margin identify at whose option and when declarable):								
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">a. Load:</td> <td style="width: 25%;">F.I.O.S.S.</td> <td style="width: 25%;">F.I.O. ex S.S.</td> <td style="width: 25%;">LINER TERMS</td> </tr> <tr> <td></td> <td style="text-align: center;"><input type="text"/></td> <td style="text-align: center;"><input type="text"/></td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	a. Load:	F.I.O.S.S.	F.I.O. ex S.S.	LINER TERMS		<input type="text"/>	<input type="text"/>	<input type="text"/>
	a. Load:	F.I.O.S.S.	F.I.O. ex S.S.	LINER TERMS					
	<input type="text"/>	<input type="text"/>	<input type="text"/>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">b. Discharge:</td> <td style="width: 25%;">F.I.O.S.S.</td> <td style="width: 25%;">F.I.O. ex S.S.</td> <td style="width: 25%;">LINER TERMS</td> </tr> <tr> <td></td> <td style="text-align: center;"><input type="text"/></td> <td style="text-align: center;"><input type="text"/></td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	b. Discharge:	F.I.O.S.S.	F.I.O. ex S.S.	LINER TERMS		<input type="text"/>	<input type="text"/>	<input type="text"/>	
b. Discharge:	F.I.O.S.S.	F.I.O. ex S.S.	LINER TERMS						
	<input type="text"/>	<input type="text"/>	<input type="text"/>						
3. Load Port(s)/Place(s):	4. Laytime:								
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DAYS</td> <td style="width: 25%;">SHEX</td> <td style="width: 25%;">SSHEX</td> <td style="width: 25%;">SSHINC</td> </tr> <tr> <td style="text-align: center;"><input type="text"/></td> <td style="text-align: center;"><input type="text"/></td> <td style="text-align: center;"><input type="text"/></td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	DAYS	SHEX	SSHEX	SSHINC	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
DAYS	SHEX	SSHEX	SSHINC						
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>						
5. Discharging Port(s)/Place(s):	6. Laydays:								
	Commencing:								
	Cancelling:								
7. Terms/Conditions/Attachments added, deleted or modified									

Vessel(s):	Solicitation number (date):			
	Contract Number (date):			
8. Vessel/Flag/Year Built:	9. Proposal Firm Until:			
10. Amendments Acknowledged (amendment numbers and dates):				
11. Owner (name, address, phone, e-mail, fax):	12. Broker (address, phone, e-mail, fax):			
CPARS POC, if different from above (name, email):	13. Remittance address for hire (if other than box 11):			
14. Laydays Proposed: Commencing:	15. Expected Ready to Load:			
Cancelling:				
16. Reserved	17. Lift Quantity (ies) Proposed: Full Cargo Partial Cargo:			
	<input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/>			
	Full Cargo to Apply If Neither Block Is Marked			
18. Voluntary Intermodal Sealift Agreement (VISA) Status of Offeror and Vessel(s): (SELECT ONE)				
<input style="width: 50px; height: 20px;" type="text"/> Offeror IS a VISA Participant.	<input style="width: 50px; height: 20px;" type="text"/> Vessel(s) offered IS (ARE) Enrolled in VISA.			
<input style="width: 50px; height: 20px;" type="text"/> Offeror HAS APPLIED to be a VISA Participant.	<input style="width: 50px; height: 20px;" type="text"/> Vessel(s) offered WILL BE Enrolled in VISA.			
<input style="width: 50px; height: 20px;" type="text"/> Offeror IS NOT a VISA Participant.	<input style="width: 50px; height: 20px;" type="text"/> Vessel(s) offered IS (ARE) Not Enrolled in VISA.			
19. Rates (USD)				
CLIN	Description	Unit	Quantity	Extended Price
(TBD at award)	Freight Rate			
(TBD at award)	Demurrage			
(TBD at award)	Detention			

Vessel :	Solicitation Number (date):
	Contract Number (date):
20. Vessel type and, if applicable, MARAD design type:	
21. Place built:	22. Year built: Flag:
23. INMARSAT Ident.	24. Vessel's e-mail/Fax:
25. Call Letters:	26. Official number:
27. Net registered tonnage:	28. Panama Canal tonnage:
29. Gross registered tonnage:	30. Suez Canal tonnage:
31. Beam (extreme) a. (ft) b. (m)	32. Length Overall: a. (ft) b. (m)
33. Immersion (on draft in Box 35): a. (LT/in) b. (t/cm)	34. Length between perpendiculars: a. (ft) b. (m)
35. Summer mean draft: a. (ft) b. (m)	36. Deadweight capacity (on draft in Box 35): a. (LT) b. (t)
37. Displacement, loaded (on draft in Box 35): a. (LT/in) b. (t/cm)	38. Summer Load Line Freeboard: a. (ft) b. (m)
39. Shaft Horsepower/kilowatts: a. (hp) b. (kW)	40. Brake Horsepower/kilowatts: a. (hp) b. (kW)
41. Nationality of Master/Officers/Crew:	42. Number of persons other than crew that can be carried:
43. Classification society entered and class assigned:	
44. Insured value of vessel (USD):	45. Vessel's present position/destination:
46. Last dry-dock date (mm/dd/yy):	47. Next dry-dock date (mm/dd/yy):
48. MarAd subsidized vessel: <input type="checkbox"/> Yes <input type="checkbox"/> No	
49. Average Speed (Laden to the Draft in box 35):	50. Average Speed (Ballast Condition):
51. Total grain cubic capacity (cu ft / cubic meters underdeck, exclusive of deep tanks, wing tanks, reefer spaces, and spaces fitted with cell guides):	
52. Total Bale cubic capacity (cu ft / cubic meters underdeck, exclusive of deep tanks, wing tanks, reefer spaces, and spaces fitted with cell guides):	
53. Number of tween decks:	
54. Cargo Space a. Square footage of cargo space (note particularly total ft ² , ft ² with 10 ft clearance, ft ² underdeck, Ro/Ro Space): b. Square meters of cargo space (note particularly total m ² , m ² with 3.048 m clearance, m ² underdeck, Ro/Ro Space):	
55. Total underdeck container capacity (TEU/FEU):	
56. Total on-deck container capacity (TEU/FEU):	
57. Total refrigerated-container capacity (TEU/FEU, including number/style of outlets):	
58. Reefer-space capacity (cu ft / cu meters):	
59. Deep-tank capacity (cu ft/cu meters/bbls):	
60. Capacity of spaces fitted with cell guides (TEU):	
61. Amount and location of permanent ballast carried:	
62. General description of ramps (number, location, size, capacity, and type) (note particularly weight of heaviest permissible vehicle in LT or t):	

Vessel:	Solicitation Number (date): Contract Number (date):
<p>63. General description of cargo spaces and special features:</p> <p>Decks: number, size in ft2 and cu ft; size in m2 and cu m; strength in psf/kPa; arrangement</p> <p>Holds and Hatches: number and size</p> <p>Hatch Covers: number, size, composition, and type</p> <p>Underdeck Height Restriction</p> <p>Description of lashing points; lashing and securing gear; type; description; and amount aboard</p> <p>Barge-Stowage Particulars</p> <p>Float-on / Float-off Particulars</p>	
<p>64. Number/location/SWL capacity of winches, derricks, booms, and cranes:</p>	
<p>65A. Has vessel been involved in any serious grounding or collision within twelve months from the submission date of this proposal? (include full description if "yes")</p> <p>65B. Identify any port(s) in which you have any active arrest warrants or similar actions pending that would either delay the vessel from performing, or otherwise prevent the vessel from free entry/departure.</p>	
<p>66. Are any deficiencies lodged by any regulatory body outstanding against the Vessel (include full description if "yes")?</p>	
<p>67. CONTINUATION</p>	

Unless specifically referenced in box 7, this page I-5 does not apply to this Charter Party.

Solicitation Number (date):

Contract Number (date):

For Contracts of Affreightment (COA), boxes 8,15, & 17 are deleted in their entirety

68. Performing Vessels:

69. Program of Shipments

Unless specifically referenced in box 7, this page I-6 does not apply to this Charter Party.	Solicitation Number (date):					
	Contract Number (date):					
For Semisubmersible Transport (Float-On/Float-Off (FLO/FLO), Boxes 2,3,4 & 5 are deleted in their entirety.						
70. Cargo Description:	72. Loading Site:					
	73. Discharging Site:					
	74a. Laytime - Loading:	Days	SHEX	SSHEX	SSHINC	
71. Riding crew? Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		74b. Laytime Discharging:	Days	SHEX	SSHEX	SSHINC
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Solicitation Number (date):	Contract Number (date):
-----------------------------	-------------------------

CONTINUATION

75. Space for continuation of responses (refer to prior box numbers):	
Box #	

PART II. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (NOV 2021) (tailored pursuant to FAR 12.302(a))

* Indicates that the clause is not tailorable.

^Indicates that the clause has not been tailored.

(a) INSPECTION (TAILORED)

- (1) In General. The Vessel and her hull; machinery; boilers; all holds, voids, tanks, spaces and equipment whatsoever shall be subject to Charterer's inspection as to suitability for the required service prior to acceptance of the Vessel and at any time during the period of this Charter Party. The Owner shall instruct the Vessel's Master to give every assistance so as to enable Charterer's inspector(s) properly to observe operations throughout the Vessel.
- (2) Charterer's Rights. If in the opinion of the Charterer's inspector a deficiency or condition renders the Vessel inadequate for the required service, the Charterer shall have the option to cancel this Charter Party at no cost to the Government or to require any necessary corrective actions at the Vessel's expense and to the Charterer's satisfaction.
- (3) Limitation of Charterer's Liability. Except as otherwise specifically provided herein, the Charterer shall not be liable for any loss, damage, expense, cost, or liability whatsoever and howsoever incurred by the Owner or Vessel or which are imposed upon Owner by operation of law.
- (4) Cooperation of Master. The Charterer or designated representative(s) shall have the right at loading and/or discharging port(s) or place(s) to inspect the Vessel and observe operations. The Owner shall instruct the Master to give every assistance so as to enable said representative(s) to observe operations throughout the Vessel properly. Charterer's representative(s) shall not interfere with the Vessel's operations. Any delay to the Vessel resulting from the Charterer's inspections shall count as laytime or, if the Vessel is on demurrage, as time on demurrage.
- (5) Surveyors and Consultants. Surveyors or consultants as mutually agreed may be retained under this Charter in order to facilitate fact-finding in respect of actual or potential claim actions or for inspections or surveys generally; the costs therefor shall be as mutually agreed and, if for Charterer's account, said costs shall be incurred only after prior written approval from the Contracting Officer.

***(b) ASSIGNMENT**

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the

Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) CHANGES (TAILORED)

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

***(d) DISPUTES**

This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) DEFINITIONS (TAILORED)

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. Additional definitions are listed in Part IV.

(f) EXCUSABLE DELAYS (TAILORED)

- (1) Excepted events. Neither the Vessel, her Master, the Owner, nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process provided bond is promptly furnished to release the Vessel; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; or explosion. The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist Vessels in distress, and to deviate for the purpose of saving life or property, or to go into dry dock or into ways with or without cargo, passengers or other personnel, as applicable, onboard.
- (2) Notification. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (3) Reservation. The exceptions identified in subparagraph (1) above shall not be such as to affect the Owner's warranties respecting the condition of the Vessel, or the Owner's obligations respecting the services specified under this Charter. Defaults of subcontractors at any tier or the Owner's failure to perform due to a labor disruption, labor dispute, or strike shall not constitute excepted events under subparagraph (1).

***(g) INVOICE**

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

^(h) PATENT INDEMNITY

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

***(i) PAYMENT**

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

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

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

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

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.

(j) RISK OF LOSS (TAILORED)

(1) Carriage of Goods by Sea Act (COGSA). Except as otherwise specified herein, the Owner, Vessel, and Charterer in all matters arising under this Charter Party shall be entitled to the like privileges, rights, and immunities (from the time the cargo is loaded until the time it is discharged from the Vessel) as are contained in 46 U.S.C. App. 1300-1315. However, any references in COGSA to (a) notices of loss or damage or (b) limitation-of-action periods shall not apply to this Charter Party. For purposes of this Charter Party, the term "carrier" as used in COGSA shall mean "the Owner" and the term "shipper" shall mean "the Charterer."

(2) Containers. For purposes of the application of the COGSA, goods shipped in containers that are stowed on deck shall be deemed shipped under deck. With respect to the limitation of liability provisions of COGSA, a container shall be considered a single package only if bulk cargo is stored therein. For non-bulk cargo shipped in containers, the limitation of liability provisions of COGSA shall apply to each package within a container or, for non-packaged cargo, to each measurement ton of cargo within the container. See also III(r) (Deck Cargo).

(3) Package Limit. Except in the case of containerized cargo, for purposes of the application of COGSA, in the case of any loss or damage to or in connection with goods exceeding an actual value \$500 per package, or in the case of goods not shipped in packages, per measurement ton, the value of the goods shall be deemed to be \$500 per package or per measurement ton, and the Owner's liability, if any, shall be determined on the basis of the value of \$500 per package or per measurement ton, unless the nature of the goods and a valuation higher than \$500 shall have been declared in this Charter Party and, in such case, if the actual value of the goods per package or per measurement ton shall exceed such declared value, the value shall nevertheless be deemed to be the declared value. Should the Charterer declare valuation higher than \$500.00 per package or per measurement ton, the Charterer shall direct the Owner to obtain increased cargo legal-liability coverage on said higher-declaration cargo, with the expense of any additional premia and incurred deductibles therefor for Charterer's account.

- (4) Other Statutes. The Owner and the Vessel shall have the benefit of all limitations of and exemptions from liability accorded the Owner by any U.S. statute or rule of law for the time being in force (except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or to the extent such statute or rule of law is subordinate to any statutorily mandated provision of this Charter Party by operation of law).
- (5) Fire. Neither the Owner nor any corporation owned by, subsidiary to, or associated or affiliated with the Owner shall be liable to answer for or make good any loss or damage to the cargo occurring at any time and even though before loading on or after discharge from the Vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect or unless such wholly owned, subsidiary, or associated corporation serves as underwriter for the Owner and the policy between the Owner and underwriter provides coverage for such liability.

(k) TAXES (TAILORED)

Dues, taxes, wharfage, pilotage, towage, canal tolls, and other charges upon the Vessel, even when assessed on the quantity of cargo loaded or discharged, shall be paid by the Owner and for their account.

^(l) TERMINATION FOR THE GOVERNMENT'S CONVENIENCE

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

(m) TERMINATION FOR CAUSE (TAILORED)

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

terminated this Contract for default, such termination shall be deemed a termination for convenience.

- (2) If this Contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of the goods. Failure to agree on an amount will be a dispute under the Disputes clause.
- (3) The rights and remedies of the Government herein are in addition to any other rights and remedies provided by law or under this Contract.

^(n) TITLE

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) WARRANTY (TAILORED)

- (1) General. Owner warrants that, from the time when the obligation to proceed to the loading port(s) or place(s) attaches, and thereafter during the currency of this Charter Party, the Vessel shall be in full compliance with the specifications herein in addition to all other requirements of this Charter Party. The Vessel's cargo capacity, position, and other particulars as set forth in this Charter Party are warranties by the Owner. Should the Vessel fail to satisfy one or more of such warranties or other warranties contained in this section not due to the fault of the Charterer, the freight may be equitably decreased so as to return the Charterer to a position equivalent to that had the warranty not been breached, this Charter Party otherwise to remain unaffected; alternatively, this Charter Party may in such case be terminated at Charterer's option pursuant to II(m) (Termination for Cause) above.
- (2) Condition. The Owner warrants that, before and at the commencement of the voyage(s) hereunder, it shall exercise due diligence to ensure that the Vessel and her hull, machinery, gear, runners, boilers, holds, and other equipment are fully functional and in good working order and condition, with holds dry, free from smell, and swept clean, and that the Vessel is in every way seaworthy, tight, staunch, strong, and fit to carry and preserve the cargo identified in Box 2 and to perform the voyage(s) required hereunder.
- (3) Regulatory Compliance. The Owner warrants that the Vessel shall be in full compliance with all applicable international conventions; and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or place(s) it is contemplated that the Vessel may be ordered under this Charter Party; and of any terminals or facilities in said port(s) and/or place(s); and of any classification society in which the Vessel is entered.

The Owner further warrants that the Vessel shall have on board during the currency of this Charter Party all certificates, records, or other documents required by the aforesaid conventions, laws, regulations, and requirements, including a Certificate of Financial Responsibility meeting the requirements of the U.S. Coast Guard promulgated pursuant to the Federal Water Pollution Control Act as amended and/or the Oil Pollution Act of 1990, and valid gear certificates as required. Upon delivery and throughout the currency of this Charter Party, Vessel shall be entered and maintained in the highest class of a recognized classification society.

- (4) Complement. The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Master, Officers, and crew with adequate training and experience in operation of all of the Vessel's equipment and possessing valid and current certificates/documents issued or approved by the country of the Vessel's registry. The Owner further warrants that the Master and those Officers charged with cargo and/or bunker oil handling shall be proficient with conversational English.
- (5) Port Restrictions. If particular ports or places are identified in Boxes 3 and 5, the Owner warrants that a vessel of the type, tonnage, and configuration of the Vessel identified in Box 8, laden as contemplated herein, shall be able to approach, lie at, and depart from said ports or places (if safe) always afloat. Any data supplied by the Charterer in any RFP or this Charter Party respecting any port conditions or restrictions are provided for informational purposes and are not warranted to be complete or accurate. Compliance with any additional and/or conflicting conditions or restrictions shall be the Owner's responsibility.
- (6) Communications/Navigation Equipment. Vessel shall be equipped with all navigation equipment required by USCG or flag state (if non-US Flag) as appropriate and in full compliance with all international requirements and regulations. Vessel must also have INMARSAT, facsimile and email capability and, if not included on Q-88, contractor shall provide contact numbers for same on award.

^(p) LIMITATION OF LIABILITY

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

***(q) OTHER COMPLIANCES**

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

*** (r) COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS**

The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) ORDER OF PRECEDENCE (TAILORED)

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) Information set forth in the Boxes (Part 1);
- (2) Paragraphs (b), (d), (g), (i), (q) and (s) of FAR 52.212-4 (as tailored).
- (3) The clause at FAR 52.212-5.
- (4) Any remaining addenda or portions thereof within this solicitation or Contract.
- (5) The Standard Form 1449.
- (6) Solicitation provisions if this is a solicitation.
- (7) Other documents, exhibits, and attachments.

*** (t) SYSTEM FOR AWARD MANAGEMENT (SAM)**

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

^(u) UNAUTHORIZED OBLIGATIONS

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

^(v) INCORPORATION BY REFERENCE.

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

PART III. DRY CARGO VOYAGE TERMS AND CONDITIONS (Addendum to FAR 52.212-4)

(a) FREIGHT

- (1) Rate. Freight shall be as stipulated in Box 19.
- (2) When Earned. Freight shall be considered earned after right and true delivery of the cargo at the discharging port(s) or place(s). Should the agreed measure of freight be based upon measure of the cargo, payment shall be based upon the intaken quantity of cargo (using the measure identified in Box 19) identified in the Cargo Manifest. For purposes of payment of freight, delivery of cargo at destination shall be established either by a copy of the Cargo Manifest, signed by the Charterer's Receiving Agent, or upon certification of delivery by the Contracting Officer based on information available to him or her. For purposes of payment of freight, delivery of cargo shall be deemed to occur upon discharge of the cargo at final destination.
- (3) Withholding. Upon delivery, if there is any damage to or shortage of cargo not definitely known to be the fault of the Charterer or its agents and if it is considered by the Contracting Officer that withholding of certain monies is necessary to protect the interests of the Charterer pending final determination of the amount of shortage or damage and the Owner's liability therefor, the dollar amount of such shortage or damage may be estimated and withheld from any monies owing to the Owner by the Charterer.

(b) OVERAGE

- (1) In the event Charterer furnishes and Owner loads cargo in excess of the maximum cargo quantity identified in Box 2, an overage rate shall be developed by dividing the lump sum rate in Box 19 by the cargo amount (e.g. TEU'S, FEU'S, Sq Ft; in the case of mixed cargo, 1 TEU shall equate to 160 Sq Ft, 1 FEU shall equate to 320 Sq Ft, and vehicles will be measured in square feet based on vehicle dimensions) specified in Box 2 (excluding allowable variations). One third the resultant per unit rate shall be payable on such excess quantity.
- (2) This section not to apply if so agreed, or if a full cargo is stipulated in Box 17. Should a full cargo be agreed, Charterer shall be entitled to load the Vessel full at no additional cost except in the case of liner terms agreed in Box 2, in which case Owner shall be entitled to additional costs and reasonable profit to load, stow, and secure additional cargo.

(c) DEADFREIGHT

- (1) When Earned. Should the minimum cargo quantity identified in Box 2 (or a full cargo, whichever is the lesser) not be supplied, the Master shall give immediate Telegraphic Notice or Telephonic Notice to the Charterer that such cargo quantity has not been furnished, indicating the shortage, and shall then await Charterer's instructions. Should

Charterer fail to provide additional cargo, Vessel, upon request of Charterer, shall then proceed on its voyage provided the Vessel thus loaded is in a seaworthy condition in the judgment of the Master. In that event, deadfreight shall be completely earned and payable on the difference between the quantity loaded and the minimum cargo quantity identified in Box 2, or Vessel's full cargo capacity, whichever is the lesser. Should the Vessel be incapable of loading the minimum cargo quantity identified in Box 2, such deadfreight shall not be payable.

- (2) When Applicable. This paragraph (c) not to apply if so agreed, or if freight to be paid on a lump sum basis.

(d) DEMURRAGE

- (1) Rate. Demurrage shall be payable at the rate stipulated in Box 19 per day of twenty-four running hours, and pro rata for part thereof. Demurrage shall not be payable when liner terms are agreed in Box 2.
- (2) When Earned. The Charterer shall pay demurrage for all time by which allowed laytime identified in Box 4 and III(k) (Laytime/Demurrage) below is exceeded by the time taken for loading and discharging and for all other Charterer's purposes and which under this Charter Party counts as laytime or time on demurrage.
- (3) Invoices. Any claim for demurrage shall be delivered with supporting documents, including a Standard Statement of Facts (Attachment IX(C)) and a Laytime Statement (Attachment IX(D)), not later than 120 days after the completion of final discharging hereunder, failing which Charterer to be discharged from any and all liability in respect thereof. Supporting documents shall be submitted to the Contracting Officer for approval prior to submission of demurrage invoices. After receiving Contracting Officer's concurrence, Owner may submit demurrage invoices (with the annotated Statement of Facts and Laytime Statement) to the Paying Office identified in Box 18a of SF 1449.
- (4) Documentation. In the event of demurrage, all supporting documents as identified in the invoicing clause shall be submitted to the Contracting Officer for approval prior to submission of demurrage invoices. After receiving the Contracting Officer's concurrence, Owner may submit demurrage invoices to the office identified in Box 18a of SF 1449.

(e) DETENTION

- (1) Rate. Should liner terms be agreed in Box 2, detention shall be paid at the per diem rate stipulated in Box 19 or pro rata for part thereof.
- (2) When Earned. Detention shall be payable when actions of the Charterer cause unreasonable delay of Vessel.

(3) Invoices. Invoicing shall be in accordance with guidance provided in III (d)(3) (Demurrage) above.

(4) Documentation. In the event of detention, all supporting documents as identified in the invoicing clause shall be submitted to the Contracting Officer for approval prior to submission of detention invoices. After receiving the Contracting Officer's concurrence, Owner may submit detention invoices to the office identified in Box 18a of SF 1449.

(f) CARGO

As ordered by Charterer, Owner shall load up to a full and complete cargo not exceeding what she can reasonably stow and carry over and above her bunker fuel, water, tackle, apparel, furniture, and stores, and in any case not in excess of the quantity permitted by the minimum permissible freeboard for the voyage always consistent with the discharging port(s)/place(s).

(g) NON-GOVERNMENT CARGO

Loading and discharging of other than Government part cargo(es) during the currency of this Charter, and itineraries therefor, shall be subject to the prior written approval of the Contracting Officer. Any delays or shifting expenses resulting from other than the carriage of Government cargo shall be for the Owner's account. Any non-Government cargo loaded shall in no way be detrimental to the cargo identified in Box 2.

(h) LOADING AND DISCHARGING

(1) Costs of loading and discharging shall be allocated as per Box 2.

(2) Stevedores, whether appointed and/or paid by Charterer, Owner, or others, shall be deemed servants of the Owner and shall work under the supervision of the Master. The cargo shall be loaded, stowed, secured, and discharged to the Master's satisfaction in respect of seaworthiness. See also III(o) (Stevedore Damage) below.

(i) PORTS

(1) Voyage. Unless otherwise agreed, the Vessel shall proceed with utmost dispatch to those loading port(s) or place(s) ordered by the Charterer in accordance with Box 3 (or so near thereto as she may safely get and lie always afloat) and there load the cargo identified in Box 2. Upon completion of loading and signing of the Cargo Manifest, the Vessel shall proceed with utmost dispatch to those port(s) or place(s) ordered by Charterer in accordance with Box 5 (or so near thereto as she may safely get and lie always afloat) and there discharge said cargo. Unless loading and/or discharging berths are specifically identified in Boxes 3 and 5, the responsibility for providing safe ports lies with the Charterer.

- (2) Nomination. Should Boxes 3 or 5 permit Charterer to order the Vessel to load and/or discharge at one or more ports or places out of two or more ports or places named, or within a named range, the Charterer shall nominate loading and discharging port(s) and place(s) in sufficient time to avoid delay to the Vessel. However, the Charterer may at any time change said nominations and nominate new port(s) or place(s) whether or not within the range or rotation of the port(s) or place(s) previously nominated, always consistent with Boxes 3 and 5. Should any such change of voyage orders be made, any time by which the steaming time to the port(s) or place(s) to which the Vessel is finally ordered exceeds the steaming time which would have elapsed had the Vessel been ordered to such port(s) or place(s) immediately upon sailing therefor shall count as laytime or, if the Vessel is on demurrage, as time on demurrage (less the value of the Vessel's in-port bunker consumption for the period of such excess time). In addition, the Charterer shall reimburse the Owner the cost of any extra fuel consumed as a consequence of such excess time (at the market price where and when bunkers are next taken), but only upon such certification and verification as are required at IV(l) (Reimbursable Supplies and Services (Charters)).
- (3) Routing/Speed Orders. Should the Charterer issue routing instructions or orders to reduce speed, or should a military escort be agreed, any additional steaming time which results from said instructions, orders, or escort shall count as laytime or, if the Vessel is on demurrage, as time on demurrage. In addition, the Charterer shall reimburse the Owner the cost of any extra fuel consumed as a consequence of any of Charterer's routing instructions (at the market price where and when bunkers are next taken after issuance of said instructions or orders) (less the value of the Vessel's in-port bunker consumption for the period of such excess time) upon such verification as required at IV(l) (Reimbursable Supplies and Services (Charters)).
- (4) Shifting
- (i) The Charterer shall have the right to shift the Vessel at loading and discharging ports from one berth to another or from a berth to an anchorage once or more often. Except as otherwise provided, the Owner shall be reimbursed the costs of towage, pilotage, running lines on arrival at and upon leaving the berth, and wharfage, dockage, agency fees, customs fees, overtime, and other port charges and expenses properly incurred and payable as a consequence of Charterer's shifting of the Vessel. Furthermore, except as otherwise provided, time lost to the Vessel as a consequence of Charterer's shifting shall count as laytime or, if the Vessel is on demurrage, as time on demurrage less the value of the Vessel's in-port bunker consumption for the period of such lost time. Furthermore, except as otherwise provided, the Charterer shall reimburse the Owner for the cost of any extra fuel consumed as a consequence of Charterer's shifting (at the market price where and when bunkers are next taken after such shifting occurs).
- (ii) Notwithstanding the foregoing, no amounts shall be payable by the Charterer under this paragraph if said shifts are identified in Boxes 3 or 5. Further notwithstanding the foregoing, any amounts payable by Charterer under this paragraph shall be

subject to such certification and verification as are required at IV(1) (Reimbursable Supplies and Services (Charters)). Further notwithstanding the foregoing, Charterer shall in no case reimburse the Owner for pilotage paid to any Master, Officer, or crew of the Vessel.

- (5) Rotation. Should Boxes 3 or 5 permit Charterer to order Vessel to load and/or discharge at one or more ports or places out of two or more ports or places named, or within a named range, the rotation of ports shall be at Charterer's option.
- (6) Lightening. Provided not on account of any insufficiency of the Vessel, any lightening necessary at port(s) or place(s) of discharge to enable the Vessel to reach her discharging berth(s) shall be at Charterer's risk and expense, with time counting as laytime or, if the Vessel is on demurrage, as time on demurrage.
- (7) Seaworthy Trim. Should Boxes 3 or 5 permit Charterer to order the Vessel to load or discharge at more than one loading and/or discharging port or place, the Vessel is to be left in seaworthy trim to the Master's satisfaction for the passage between said ports or places, at Charterer's expense and with time so spent counting as laytime or, if the Vessel is on demurrage, as time on demurrage.

(j) NOTICE OF READINESS

- (1) In Berth. When the Vessel has arrived in the ordered berth at each loading or discharging port or place and is in all respects ready to load or discharge in accordance with this Charter, a notice of readiness shall be tendered during Office Hours SSHINC to the Charterer's representative by the Master or Owner's agent by letter, electronic-mail, radio, or telephone. An oral notice shall be confirmed promptly in writing.
- (2) Out of Berth. Should a berth be either unavailable or not designated upon the Vessel's arrival in all respects ready to load/discharge at an ordered port or place, a notice of readiness may be tendered during Office Hours SSHINC upon arrival at a usual waiting place at or off the port/place ordered. Notwithstanding, should the Vessel be prevented from proceeding to berth by weather, tidal conditions, or mandatory regulations, notice of readiness may be tendered as above only when such hindrance(s) has (have) ceased.

(k) LAYTIME/DEMURRAGE

- (1) Commencement/Resumption.
 - (i) First or sole loading and discharging port(s)/place(s). Laytime shall commence at 0800 hours local time on the next Working Day SSHINC after the date of a notice of readiness properly tendered hereunder.
 - (ii) Second and subsequent loading and discharging port(s)/ place(s), if said port(s) or place(s) agreed. Laytime or, if the Vessel is on demurrage, time on demurrage, shall resume immediately upon the Vessel's berthing at the ordered loading or

discharging port or place after tendering a proper notice of readiness or, if the Vessel cannot so enter or berth by reason of any cause beyond Owner's control, then laytime or demurrage shall resume six running hours after a proper notice of readiness tendered upon the Vessel's arrival at a usual waiting place off such port or place.

- (iii) Before laydays. Laytime shall not commence before 0800 hours local time on the commencing date identified in Box 6 unless the Charterer shall consent, in which case laytime shall commence upon Vessel's arrival in berth and count as half time as used until 0800 hours local time on the commencing date.
- (iv) Before laytime. Any time used from NOR properly tendered until commencement of laytime shall count as half-time.
- (v) After laytime. The notice time stipulated in subparagraph (ii) above shall apply irrespective of whether or not laytime shall have expired.

(2) Duration.

- (i) F.i.o.s.s. If V(o) (Loading and Discharging (F.i.o.s.s.)), V(r) (Loading and Discharging (F.i.o.s.s. With Owner Furnished Lashing Gear)), or V(s) (Loading and Discharging (F.i.o.s.s. With Owner Furnished Trailers or Gear)) applies, the laytime stipulated in Box 4, in days of twenty-four running hours weather permitting, shall be permitted free of expense to the Charterer for the purposes of loading and discharging cargo and for all other Charterer's purposes. Said laytime shall continue until the completion of: (a) loading or discharging, including as applicable all stowing, trimming, lashing, or securing (or alternatively, complete removal of the cargo from the Vessel, to include cleaning of holds); or (b) Charterer's preparation of cargo documentation, whichever is later.
- (ii) F.i.o. ex s.s. If V(p) (Loading and Discharging (F.i.o. ex s.s.)) applies, the laytime stipulated in Box 4, in days of twenty-four running hours weather permitting, shall be permitted free of expense to the Charterer for the purposes of loading and discharging cargo (to include cleaning of holds) and for all other Charterer's purposes. Said laytime shall continue until such time that the cargo is respectively either placed into, or taken from, the hold(s) of the Vessel at load-port(s) and discharge port(s).

(3) Time Excluded. Notwithstanding any other provision of this Charter Party to the contrary, time shall not count as laytime or, if the Vessel is on demurrage, as time on demurrage, or as detention, if liner terms are agreed in Box 2, if such time is spent or lost as a consequence of:

- (i) The breach of any of Owner's warranties contained in this Charter Party and not due to the fault of the Charterer, or any other breakdown, inefficiency, or any other

condition whatsoever preventing the fitness of the Vessel for the service contemplated and not due to the fault of the Charterer;

- (ii) Any negligence, deficiency, and/or default whatsoever affecting the working of the Vessel by the Owner, Master, Officers, or crew of the Vessel, including any labor dispute, labor disruption, strike, go slow, lockout, work to rule, stoppage, or restraint of labor of the Master, Officers, or crew;
- (iii) The Owner or port authority prohibiting loading or discharging, or any other mandatory regulations;
- (iv) Moving from a waiting place (even if lightening has occurred there) on an inward passage to the nominated loading or discharging port or place;
- (v) Any negligence or default whatsoever affecting the working of the Vessel by stevedores and others employed in the loading and discharging of the Vessel, including any labor dispute, labor disruption, strike, go slow, lockout, work to rule, stoppage, or restraint of labor of stevedores. This exclusion to apply only if liner terms are agreed in Box 2.
- (vi) Owner's failure to provide any documentation required by the contract (e.g. drawings or crew list).

(4) Half-Time

- (i) Any time excepted from laytime by Box 4 shall, to the extent used, count as half time or, should the Vessel be on demurrage, time excepted but so used shall be payable at one-half the demurrage rate.
- (ii) Should demurrage be incurred as a result of any labor dispute, labor disruption, strike, go slow, lockout, work to rule, stoppage, or restraint of labor of stevedores, tugs, or pilots, demurrage thus incurred shall be payable at one-half the demurrage rate. See III(k)(3)(v).

(1) **CANCELLING**

- (1) Late Notice of Readiness. If a valid notice of readiness as required under this Charter Party is not tendered by 1700 hours local time on the cancelling date identified in Box 6 at the port or place ordered, the Charterer shall have the right to cancel this Charter Party at no cost to the Government. Charterer's right to cancel this Charter Party as above shall be exercised by notification to the Owner within twenty-four (24) hours after 1700 hours local time on the cancelling date identified in Box 6, should the notice of readiness not be tendered by the time Charterer makes said notification.
- (2) Declaration of Cancellation Option. If it shall become clear to Owner that the Vessel will be delayed in arrival beyond the cancelling date identified in Box 6, Owner may, at the

earliest seventy-two (72) hours before the Vessel is due to sail for the loading port or place, but as soon thereafter as they are in a position to state a new date of readiness with reasonable certainty, the Owner shall advise the new date and ask Charterer whether the option of cancellation will be exercised. Charterer's option to cancel must then be declared within ninety-six (96) hours (but not later than twenty-four (24) hours after the cancelling date identified at Box 6). If Charterer shall not cancel this Charter Party upon such notice within such time limits, then, unless otherwise agreed, Box 6 shall be deemed amended such that noon on the new readiness date shall become the commencing date and noon on the third day after the new readiness date shall become the new cancelling date.

- (3) Reservation. The exercise or nonexercise by Charterer of the cancellation option shall not prejudice any claim or right which Charterer may otherwise have against Owner.

(m) CARGO RECEIPTS

- (1) Manifest. The Charterer shall prepare a Cargo Manifest which shall list the cargo loaded on the Vessel. The Master shall sign this Cargo Manifest in acknowledgment of the receipt of the cargo said to have been loaded by the Charterer without responsibility as to quantities, mixture, mark, number of packages, weights, etc., or the apparent condition of the cargo, it being understood that it is the Charterer's responsibility to tally the cargo and to check the condition thereof upon loading and discharging.
- (2) Charter Paramount. The terms of this Charter Party shall apply to any shipment made by the Government, whether or not bills of lading are issued.

(n) OIL POLLUTION SPILL

- (1) Pollution Damage. Where an escape or discharge of oil occurs from the Vessel and threatens to cause pollution damage to coastlines, Charterer may, at its option, and upon notice to Owner or Master, undertake such measures as are reasonably necessary to prevent or mitigate such damage, unless Owner promptly undertakes same. Charterer shall keep Owner advised of the nature of the measures intended to be taken. Any of the aforementioned measures actually taken by Charterer shall be at Owner's expense except to the extent that any such escape or discharge or threat was caused or contributed to by Charterer. If Owner considers such measures should be discontinued, Owner shall so notify the Charterer and thereafter neither the Charterer nor its nominee shall have any right to continue said measures under the provisions of this paragraph and all further liability to Charterer under this paragraph shall thereupon cease, except that Charterer may continue such measures at Owner's expense if Owner does not undertake reasonable measures to prevent or mitigate damages.
- (2) Reservation. The above provisions are not in derogation of such other rights as Charterer or Owner may have under the provisions of this Charter including but not limited to IV (t) (Insurance) hereof, or may otherwise have or acquire by law or any international convention.

(o) STEVEDORE DAMAGE

- (1) Charterer's Liability. Charterer to be responsible for any physical damage done to the Vessel by Government stevedores on loading or discharging only if such damage is occasioned by negligence, breach of warranty or breach of contract and the Master advises Charterer, or Charterer's representative, in writing, within twenty-four hours after occurrence of the specific damage, and the Master further notifies the parties who have caused this damage, in writing, and endeavors to obtain their admission of liability.
- (2) Survey. As soon as practical after such damage is sustained, the Owner is to have an independent survey made to define and estimate the damage; a written copy of the survey report is to be promptly forwarded to the Charterer.
- (3) Settlement. All claims as above are to be settled directly between the Owner and the stevedores, with the Charterer being ultimately responsible.
- (4) Liner Terms. Should liner terms be agreed in Box 2, Charterer to be free of any and all stevedore-damage liability, whosoever and howsoever caused.

(p) TIME SHEETS

Attachment IX (C) shall be completed and signed by Owner at ports of loading and discharging for countersignature at said ports by Charterer's representative. An executed, original Attachment IX(C) shall accompany any claim for demurrage under this Charter Party.

(q) SAFETY IN LOADING AND DISCHARGING CARGO

Attention of the Owner is directed to U.S. Public Law 91-596 (84 Stat. 1590, approved December 29, 1970) known as the Occupational Safety and Health Act of 1970 (29 U.S.C. 655 et seq.) and to the standards promulgated thereunder.

(r) DECK CARGO

Should deck cargo be expressly stipulated in Box 2, same shall be at Charterer's risk, excepting cargo shipped in containers.

(s) SPAIN-GIBRALTAR PROHIBITION

Owner agrees as a condition of this contract that the vessel will not proceed to Gibraltar for any purpose for its next port call after departing a Spanish port, even if the vessel is off-hire or if the charter has concluded and the ship was redelivered to the owner in Spain. Owner also agrees as a condition of this contract that the vessel will not proceed to Spain for any purpose for its next port call after departing Gibraltar, even if the vessel is off-hire or if the charter has concluded and the ship was redelivered to the owner in Gibraltar.

(t) PRESS RELEASE

Owner/Offeror agrees not to issue any press releases related to the charter, post-award, pre-delivery/loading, or post-redelivery/ discharging without the approval of MSC.

(u) VESSEL NAME RELEASE

For the purpose of obtaining timely country clearance, vessel names under consideration for award may be released to partner U.S. or foreign government agencies prior to contract award.

**PART IV. VOYAGE CHARTER COMMON TERMS AND CONDITIONS
(ADDENDUM TO FAR 52.212-4)**

(a) GENERAL DEFINITIONS

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

AR - interchangeable with ATRS

Assisting - Movement of a tow, which is making use of, or which has available for use, her own propulsion

Associated Equipment - Construed to include all Contractor-owned and Contractor-furnished equipment, supplies, fixtures, and tackle necessary for performance under this Charter Party

ASTM - American Society for Testing and Materials

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

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

Cancelling Date - Identified in Box 6 of Part I

Cargo - Identified in Box 2 of Part I in DRYVOY and TANKVOY

Cargo Manifest - Charterer-issued DD Forms 1385 and 1386, or substitutes.

CEC – Contractor Establishment Code

CFE - Contractor-Furnished Equipment

CFR - Code of Federal Regulations

Charter - Interchangeable with “Charter Party” and “Contract”

Charter Hire – Daily rate paid for use of the vessel during the charter; interchangeable with Hire Rate and Per Diem.

Charterer - The United States of America

Charter Party - This document when executed; interchangeable with “Contract” and “Charter”

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

CHOP - Charterer's Option

CLC - Convention on Civil Liability for Oil Pollution Damage, 1969

CLIN - Contract Line Item Number

COA - Contract of Affreightment; interchangeable with "Contract" and "Charter Party" and "master solicitation" as defined at FAR 15.205(b)

COGSA – Damage of Goods by Sea Act. 46a U.S.C. Chapter 28

Commencing Date - Identified in Box 6 of Part I

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

COMSCINST - COMSC Instruction

Contract – Interchangeable with "Charter Party"

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

Contractor - Interchangeable with "Owner"

CONUS – Continental United States. Consists of 48 contiguous states and Alaska.

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

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

Crew - Of the Vessel identified at Box 8

CS – Contractor Security

Cu ft - cubic foot [1 cubic foot equals 0.028317 cubic meter]

DD 250-1 - Tanker/Barge Material Inspection and Receiving Report

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

DoD - U.S. Department of Defense

DWT - Deadweight Tonnage (Owner's account for any and all costs to meet port restrictions)

ETA - Estimated Time of Arrival

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

FCC - Federal Communications Commission

FEU - Forty-foot Equivalent Unit (container volume measure)

FHEX - Fridays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation. See SSHEX.

FHINC - Fridays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be included in the time computation. See SSHINC.

F.I.O. - Free in and out

F.I.O. ex S.S. - Free in and out except for stowage and securing (see DRYVOY V(p))

F.I.O.S.S. - Free in and out stowed and secured (see DRYVOY V(o))

FLO/FLO - Float-on, float-off loading and discharging process

FPCON – Force Protection Condition

Freight - Identified in Box 19 of Part I in TANKVOY and DRYVOY to include any additional cost incurred in meeting port restrictions

Ft. - Foot/feet [1 foot equals 0.3048 meter]

Full Cargo - That quantity not exceeding what the Vessel can reasonably stow and carry as further defined at III(f) (DRYVOY and TANKVOY); with reference to Box 17 (DRYVOY) or Box 18 (TANKVOY), Charterer's obligation to furnish and Owner's obligation to load a Full Cargo as above, which may be further subject to stipulated minimum and maximum values or an optional margin, in which latter case, Charterer's and Owner's obligation is set at a Full Cargo or the stated minimum, whichever is the lesser

Full Operational Status (FOS) - Vessel manned and provisioned, all Associated Equipment operational, and Vessel prepared in all respects to perform her mission in accordance with this Charter, whether or not so ordered (see IV(q) (Reduced Operational Status (Lay-up) in DRYTIME and TANKTIME))

FY – Fiscal Year. 1 October to 30 September.

GFP - Government-Furnished Property (see FAR 52.245-1 in VIII(b)(3))

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

Government Designated Representative - Including, but not limited to, force protection personnel, military, government employees, and government contractors

GSV - Gross Standard Volume as defined by API Standard, that is, the total volume of all petroleum liquids and “sediment and water” (excluding free water), as corrected by various factors

hp - horsepower [1 hp equals 0.745799 kW]

IMDG – International Maritime Dangerous Goods Code

IMO - International Maritime Organization

In. - Inch(es) [1 inch equals 25.4 mm/2.54 cm]

In-transit loss - The difference in the TCV at 60 degrees Fahrenheit, as measured aboard the Vessel after loading at the load port or place and before unloading at the first discharge port or place

ITOPF – International Tanker Owners Pollution Federation Limited

kg - kilogram [1 kg equals 2.20 pounds]

km – kilometers

kPa - kiloPascal [1 kPa equals 20.886 psf]

kW - kilowatt [1 kW equals 1.34 horsepower (hp)]

LASH - Lighter-Aboard-Ship Vessel type

Laydays - The span of Commencing and Cancelling dates identified in Box 6

Laytime - The period of time agreed in Box 4 in DRYVOY during which the Owner will make and keep the Vessel available for loading and discharging the cargo and for all other Charterer's purposes without payment additional to the freight

Lb - Pound [1 pound equals 0.453592 kg]

Liner Terms - See DRYVOY V(q)

LOA – Length Overall

LO/LO - Lift-on, lift-off loading and discharging process

LT - Long ton, of 2,240 pounds weight [1 long ton equals 1.016047 metric tons]

m - meter [1 meter equals 3.28 feet]

m² – square meter [1 square meter equals 10.764 square feet]

m³ - cubic meter [1 cubic meter equals 0.883 measurement tons/35.314 cubic feet]

MarAd - U.S. Department of Transportation, Maritime Administration

Master - Of the Vessel identified in Box 8 of Part I

Maximum Cargo - Unless otherwise noted, the greater tonnage identified in Box 2 (DRYVOY and TANKVOY); should a margin ("plus or minus") be identified with the cargo tonnage, "Maximum Cargo" shall be considered to be the greatest quantity of cargo calculable from such margin

Minimum Cargo - Unless otherwise noted, the lesser tonnage identified in Box 2 (DRYVOY and TANKVOY); should a margin ("plus or minus") be identified with the cargo tonnage, "Minimum Cargo" shall be considered to be the least quantity of cargo calculable from such margin

mm - millimeter [1 millimeter equals 0.039 inch]

Moderate Weather - Conditions up to sustained winds of Beaufort Force 5 and sea state 4 (any day during which sustained winds of Beaufort Force 5 or above are encountered for more than six hours shall not be considered a “moderate-weather” day for purposes of fuel or speed warranties made under this Charter)

MOL - More or Less

MOLCHOP - More or Less at Charterer's Option

MOLOO - More or less at Owner's option

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

MT - Metric Ton

MTon - Measurement ton (40 cubic feet volume)

NM- Nautical Miles

NMCARS - Navy Marine Corps Acquisition Regulation Supplement

NOR - Notice of readiness (see DRYVOY III(j) or TANKVOY III(j))

Notice Time - Free time allowed prior to the commencement or resumption of laytime or, if the Vessel is on demurrage, prior to the resumption of demurrage (see DRYVOY III(k) or TANKVOY III(k))

OCIMF - Oil Companies International Marine Forum

OCONUS – Outside Continental United States

Office hours - from 0800 hours until 1700 hours local time on a Working Day

OO - Owner's option

Owner - That entity exercising commercial control of the Vessel identified in Box 8; interchangeable with "Contractor" and "Offeror," and to include disponent owners and all the shipowner's and disponent owner's agents, employees, independent contractors, Master, Officers, and crew

P&I - Maritime Protection and Indemnity Insurance

Part Cargo - With reference to Box 17 (DRYVOY) or Box 18 (TANKVOY), Charterer's obligation to furnish and Owner's obligation to load a specified quantity of cargo, which may be further subject to stipulated minimum and maximum values or an optional margin

Paying Office - Identified in Box 18a of SF 1449

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

Psf - Pounds per square foot load measure [1 psf equals 0.0478803 kPa]

QAR - Quality Assurance Representative; interchangeable with "Charterer's inspector" and "Charterer's representative"

Readiness – See DRYTIME or TANKTIME IV(i)

RFP - Request for Proposals; interchangeable with "solicitation"

R.O.B. - Material remaining onboard as defined by API Standard, that is, the water, oil, slops, oil residue, oil/water emulsions, sludge, and sediment in Vessel tanks, void spaces, and/or pipelines after discharge

RO/RO - Roll-On, Roll-Off loading and discharging process

SDWT - Deadweight capacity, to assigned summer mean draft

SHEX - Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation with the following time so excluded:

- (a) from 1700 hours local time on Saturday until 0800 hours local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours local time on Thursday until 0800 hours local time on the following Saturday will be excluded);
- (b) from 1700 hours local time on the day preceding a holiday until 0800 hours local time on the following working day.

SSHEX - Saturdays, Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation, with the following time so excluded:

- (a) from 1700 hours local time on Friday until 0800 hours local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours local time on Thursday until 0800 hours local time on the following Saturday will be excluded);
- (b) from 1700 hours local time on the day preceding a holiday until 0800 hours local time on the following working day.

SHINC - Sundays, U.S. holidays and holidays observed at the port (whether national or local) to be included in the time computation. See SSHINC.

SSHINC - Saturdays, Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be included in the time computation, with time counting:

- (a) from 1700 hours local time on Friday until 0800 hours local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours local time on Thursday until 0800 hours local time on the following Saturday will count);
- (b) from 1700 hours local time on the day preceding a holiday until 0800 hours local time on the following working day.

SOLAS – Safety of Life at Sea

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

SWL - Safe working load

t - metric ton (1 metric ton equals 0.9842064 long ton)

Tanker Loading Reports - Charterer-issued cargo manifests, to include DD Form 250-1

TCV - Total Calculated Volume as defined by API Standard, that is, GSV plus free water

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

TIN - Taxpayer Identification Number (see FAR 52.212-3 at XII(c)(2) below)

USCG – United States Coast Guard

USD - U.S. dollars

VEF - Vessel Experience Factor as defined by API

Vessel - Identified at Box 8

VISA – Voluntary Intermodal Sealift Agreement

Voyage - Identified at Boxes 3 and 5 (DRYVOY) or Boxes 3 and 4 (TANKVOY)

WOG - Without guaranty

Worldscale - interchangeable with “WS”

WS - New Worldwide Tanker Nominal Freight Scale, code name “New Worldscale,” (as revised and current as of the Charter Party Date, jointly sponsored and issued by the Worldscale Association (London), Ltd. and Worldscale Association (NYC), Inc.

(b) **ICE**

(1) General. The Vessel shall not be ordered or bound to enter any port or place inaccessible due to ice, or at which lights, lightships, markers, or buoys on Vessel's arrival are (or are likely to be) withdrawn by reason of ice. The Vessel shall not be obliged to force ice.

(2) Responsibilities. If a nominated port or place is inaccessible due to ice, the Master shall immediately notify Charterer requesting revised orders and shall remain outside the ice-bound area. If there is danger of the Vessel being frozen in at any nominated port or place, the Vessel shall, at Master's discretion, proceed to the nearest safe and ice-free

position, at the same time requesting Charterer's revised orders. If such nominated port or place in question is:

- (i) the first or only loading port or place and no cargo has been loaded, Charterer shall have the option of nominating an alternative loading port or place, or of cancelling this Charter Party;
- (ii) the first or only loading port or place and cargo has been loaded, or any subsequent loading port or place, Charterer shall have the option of nominating an alternative loading port or place, or of ordering the Vessel to proceed on the voyage without completing loading, paying any deadfreight so incurred;
- (iii) a discharging port or place, Charterer shall have the option of nominating an alternative discharging port or place, or of ordering the Vessel to wait at a safe port or place off the nominated port until it can safely be entered.

(3) Consequences. If in the exercise of Charterer's rights under this paragraph:

- (i) the Charter Party is cancelled, time lost during the period from when the request for revised orders was received by Charterer, or from the time when the Vessel arrived and gave notice of readiness (whichever is earlier), until the time when Owner received notice of such cancellation shall count as laytime; further, the cost of any fuel consumed during said period to be reimbursed at the market price where and when bunkers are next taken, less the value of the Vessel's in-port bunker consumption during said period;
- (ii) the loaded voyage is changed, freight shall nevertheless be payable in accordance with III(a) (Freight) above, but increased or reduced to compensate for the increase or reduction in voyage costs. Such increase or reduction in voyage costs shall be calculated by reference to: (a) the change in voyage time (valued as time on demurrage; and to include any time awaiting revised orders); (b) the change in bunkers consumed (valued as provided at subparagraph (i) above); and (c) the change in port charges incurred;
- (iii) the Vessel discharges at the nominated discharging port or place, this shall be at Charterer's risk, and the whole period from the time the Master's request for revised orders was received by Charterer until the Vessel can safely depart after completion of discharge shall count as laytime.

(c) QUARANTINE

If at the time of nomination quarantine is in force at a nominated port or place of loading or discharging, any time thereby lost by the Vessel shall count as laytime or, if the Vessel is on demurrage, as time on demurrage. If, however, quarantine comes into force at such port or place after its nomination, only one-half of the time thereby lost by the Vessel shall count as laytime, except that all time so lost shall be counted as demurrage if the Vessel is on demurrage upon its arrival in such port or place.

(d) GENERAL AVERAGE

General average shall be adjusted, stated and settled according to the York-Antwerp Rules 2004, and any subsequent modification thereof, in the port of New York and according to the laws and usages of the port of New York. In such adjustment, disbursements in foreign currencies shall be converted into United States Dollars at the exchange rate prevailing in the United States on the date made and allowances for damage to cargo claimed in foreign currency shall be converted into United States Dollars at the exchange rate prevailing on the last day of discharge of such damaged cargo from the Vessel. Notwithstanding the foregoing, the Charterer's contributions in general average shall in no event exceed three times the Owner's contribution for any single general average incident.

(e) DEVIATION

The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress, and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. Any salvage shall be for the sole benefit of the Owner.

(f) AGENTS

The Owner shall appoint, direct, and pay Vessel's agents at all ports visited. A Statement of Facts at end of each day shall be submitted each day for that port call including a final SOF and estimated laytime calculation for that port. Preferred format would be in excel or similar electronic means.

(g) SUBCHARTER

The Charterer shall have the right, without the prior written consent of the Owner, to subcharter or agree to subcharter the Vessel under any form of time or voyage charter. If Charterer shall enter into any such charter, Charterer shall nevertheless remain responsible for performance of this Charter. Any such subcharter shall include a provision that it is subject to the provisions of this Charter.

(h) WAR

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

payments required) and insurance and all taxes associated therewith properly incurred by the Owner as a consequence of service under this Charter Party, except that no additional costs for wages or insurance shall be payable by Charterer if such additional costs were known or should have been known by Owner at the time that Final Proposal Changes were due, or in the case of awarding off initial offers, when initial offers were due. In such a case, paragraphs (2), (3) and (4) of this Article (h) shall not be applicable.

- (2) Additional Wage Costs. Charterer shall reimburse Owner for provable additional costs (including taxes associated therewith) incurred pursuant to this Charter Party as a consequence of the risks identified in subparagraph (1) above for (i) wages of Master, Officers, or crew and (ii) required payments or bonuses to Master, Officers, or crew. However, any of said wages or payments shall not exceed in amount that which would be payable, under applicable laws and regulations, to U.S. Civil Service mariners in the employ of MSC in the same port, place, zone, or route.
- (3) Additional Insurance Costs. Charterer shall reimburse Owner for provable additional costs of premia and taxes associated therewith (over and above such costs in effect on the Charter Party Date) reasonably incurred pursuant to this Charter Party as a consequence of the risks identified in subparagraph (1) above in the Vessel's War Risk Hull & Machinery policy, in the Vessel's War Risk Protection & Indemnity policy, and in any war risk policy on the lives of or for injuries to Officers and crew to the extent provided in section (h)(5). Provided, however, that no proportion of additional premia allocable to insuring an amount in excess of the coverage in place as of the Charter Party date shall be reimbursable by Charterer in respect of any of the foregoing war risk policies. Provided further that Owner shall apply for and remit to Charterer as savings any rebates by reason of reductions in or rebates of premiums charged for entry into War, Piracy, Terrorism and Related Perils Listed Areas. Provided further that the United States of America shall be named as an additional assured with waiver of subrogation noted under all of the foregoing war risk policies. Alternatively, with respect to any area(s) excluded by war risk trading warranties under Owner's commercial war risk insurance coverage, in Charterer's sole option and at no cost to the Government, Charterer may delete this subparagraph (3) with twenty-four hours notice in which case (i) V(e) (Voyage Charter War Risk Coverage) shall automatically be effective in such area; or (ii) the Government shall offer an indemnity under Public Law 85-804.
- (4) Insurance Nonavailability. If no commercial or Governmental insurance is available for service under this Charter Party covering the risks identified in subparagraph (1) above, Vessel shall not be required to enter or remain at any port, place, zone, or route subject to said risks; Charterer in such case shall have the right to order the Vessel to other port(s) or areas consistent with Boxes 3 and 5 herein.
- (5) Owner must immediately notify Charterer of any changes in the Vessel's commercial war risk insurance, including but not limited to, changes to war, piracy, terrorism and related perils listed areas and/or increases in commercial war risk insurance premia. After giving notice, Owners must secure Charterer's permission prior to entry into any commercial war risk Listed Areas before incurring liability for additional premia. Prior notice to

Charterer and Charterer's permission are conditions precedent to reimbursement of additional premium costs and associated taxes.

(i) SUBSTITUTION

The Owner may at any time propose to substitute a vessel of substantially the same characteristics as the Vessel identified at Box 8, for services under this Charter Party. Said substitution, if proposed, shall be at the sole discretion of the Contracting Officer and at no additional cost to the Government.

(j) LAW GOVERNING

This Charter Party shall be governed by the laws of the United States.

(k) NOTICE OF ETA

Upon commencing the voyages to either the loading or discharging ports, Master shall advise Charterer by electronic-mail of Vessel's expected date and time of arrival. Further, and provided the length of the voyage permits, the Master shall confirm or amend such advice by electronic-mail 72, 48, and 24 hours prior to Vessel's arrival at the loading and discharging ports.

(l) REIMBURSABLE SUPPLIES AND SERVICES (CHARTERS)

(1) The Government will reimburse the Contractor only for the actual price paid for those supplies and services that are expressly identified as reimbursable items by this Contract. "Actual price" paid by the Contractor for such supplies and services, includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services.

(2) To be eligible to receive reimbursement for services and supplies identified in this Contract as reimbursable items and obtained in support of this Contract, the Contractor must obtain at least three quotes for each transaction in excess of \$2,500 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. In the case of fuel purchases, unless directed otherwise by the Contracting Officer, the Contractor shall provide the documentation listed in subparagraphs (i) through (iii) below to the Contracting Officer for approval, prior to purchasing fuel. For purchases of services and supplies and other than fuel, the Contractor need provide the aforementioned documentation only when

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

- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the proposed subcontractor and price.
 - (iii) Suppliers contacted and price quotes. Include other pertinent data such as price lists used if suppliers were not contacted and information regarding the selection if other than price-related factors were considered.
- (3) The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the Contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies and services was fair and reasonable.
- (4) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each Reimbursable Supplies and Services CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered.
- (5) The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN.
- (6) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies or services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the Schedule under the applicable Reimbursables CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.
- (7) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.
- (8) Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the Reimbursable CLIN unless they contain a statement

expressly increasing the funded amount of the Reimbursables CLIN by a sufficient amount to cover the change order.

(m) SPECIAL REQUIREMENTS

- (1) Force Protection/Supercargo: Notwithstanding any restrictions in this charter party to the contrary, Owner agrees to the embarkation of up to 12 armed force protection personnel as provided for under the Force Protection clause. In the event complying with this requirement exceeds the Vessel's Certificate of Inspection (COI), Owner agrees to make reasonable efforts to obtain within two business days of award, all appropriate waivers so as to allow the Vessel to carry such additional personnel. If Owner is unable to obtain the necessary waivers, Charterer shall have the option to cancel this Charter at no cost to the Government. The option to cancel shall be declared not later than 24 hours after the expiration of the aforementioned two-day period. The cost of any additional lifesaving equipment shall be for Owner's account.
- (2) Should the selected vessel already have commercial cargo loaded aboard, the vessel carrier must provide a detailed stow plan with cargo stowage locations and the order of vessel ports of call within the established timeframes.
- (3) The cargo must be loaded last on and discharged first off.
- (4) Vessel is required to have lashing points and provide all lashing gear. Lashings to be patent chain and binder lashings.
- (5) Ship Drawings. Owner shall provide detailed ship drawings suitable for the preparation of stow plans no later than 48 hours after award. Include any unusual obstructions of characteristics not readily discernable from deck drawings. Owner shall provide detailed diagrams of the vessel deck no later than 72 hours prior to arrival at the designated load port. If award is made within 72 hours prior to arrival at designated loading port, plans of the vessel deck will be made available no later than 24 hours prior to arrival. If part cargo, owner shall advise as to the exact space available. Owner is to identify any issues regarding HAZMAT stowage or IMO restrictions.
- (6) Contact Information: Within 48 hours of award, provide Full Style of vessel and vessel's owners/operators, and load/discharge port agents' contact information.
- (7) Intended Voyage Charter: Provide the vessel's intended voyage schedule for all cargo loading and discharge ports.

(n) STATUTORY EMPLOYEE

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

(o) **RESERVED**

(p) **IN-TRANSIT VISIBILITY**

- (1) MSC has implemented a fully automated satellite tracking system (ASTARS) for the purpose of providing In-Transit Visibility (ITV) of its Vessels. To support this system, the Owner's Vessel shall be equipped with an INMARSAT-C Terminal with GPS input.
- (2) Prior to delivery of the Vessel, the Owner shall provide to the Charterer the make and model of the INMARSAT-C terminal, its registered identification number, and the specific satellite (POR, AORE, AORW, or IOR) on to which it is currently logged. Once this information is received, MSC technicians will remotely communicate with the terminal to activate reporting. When no longer required, MSC technicians will stop the terminal from reporting. The Owner shall provide MSC technicians with assistance as required to activate and maintain ASTARS reporting.
- (3) The cost of ASTARS reporting shall be included in the fixed price of this Charter.

(q) **SECURITY THREAT**

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

(r) **MSC SHIPBOARD ANTITERRORISM/FORCE PROTECTION MEASURES**

- (1) The Owner agrees that the time or voyage chartered vessel will be under the tactical control of an MSC Area Command. Extended period time charters will follow Navy OPREP reporting requirements. The Area Commander will advise the Master of the Vessel of the applicable Force Protection Conditions (FPCON) and security measures he is required to implement.
- (2) The Owner agrees that while under charter, U.S. Armed Forces personnel may board the Vessel at any time at any location for U. S. national security purposes, gives consent for such boarding, and agrees to cooperate fully with such U.S. Armed Forces personnel in the boarding party. The Owner also agrees to permit U.S. Armed Forces personnel to search without limitation any and all vessel spaces for U.S. national security purposes.
- (3) The Charterer reserves the right, at the Charterer's sole option, to embark armed U.S. Armed Forces personnel at any time during the period of this Charter to protect U.S. Armed Forces personnel, cargo or equipment onboard the Vessel, or to protect the Vessel itself. These force protection personnel will provide security in accordance with rules of engagement established by competent U. S. military authorities and will operate under the command of such authorities. The Owner shall provide accommodations and

victualling for these embarked personnel. The Charterer shall reimburse the Owner for all expenses relating to the embarkation force protection personnel as provided in this Charter for Supercargo.

- (4) The Owner agrees to render all necessary assistance to U.S. Armed Forces personnel with respect to the identification and screening of crewmembers or such others as may be aboard the Vessel. The Owner consents to the immediate removal of crewmembers or such others as may be aboard the Vessel deemed unsuitable for any reason by the Contracting Officer or U.S. Armed Forces personnel. The Owner agrees to replace any such crewmembers promptly and that such replacements will fully comply with all crew screening requirements. The Charterer agrees to reimburse the Owner for the reasonable costs directly incurred by the Owner with respect to such replacements.
- (5) The Owner agrees to comply with the current vessel physical security measures required by relevant MSC Force Protection instructions or other security-related directions from MSC or U.S. military authorities for the threat condition of the area. This may include turning off the Automatic Identification System and Long Range Identification and Tracking system onboard the Vessel, or adopting other security measures. Additionally, the Owner of chartered vessels will comply with and implement the requirements of MSC's current SHIPBOARD ANTITERRORISM/FORCE PROTECTION (AT/FP) PROGRAM instruction, COMSCINST 5530.3 Series, as revised, incorporated herein by reference.
- (6) The Owner agrees to comply with responsibilities addressed in "shipboard military force protection detachment authority to use force" contained in ALMSC 009/03 message. This message includes respective responsibilities of the Vessel Master and Mission Commander of the embarked security team. The Charterer, through the cognizant MSC Area Command, will provide a copy of this message and MSC N3 Force Protection compliance outline memorandum dated 29 October 2008 to the Vessel during the delivery inspection, if applicable, or as requested.
- (7) The Owner agrees that the Master and Embarked Security Team Mission Commander/Tactical Supervisor on watch shall work together to implement force protection measures. The Master will ensure that the Tactical Supervisor is aware of ship maneuvers. The Master shall be available to receive reports by the Tactical Supervisor of the tactical force protection picture to allow the Master to maneuver his vessel so as to best protect his vessel and crew.
- (8) The Owner agrees that the Master will participate in any embarked security team mission brief that may be given upon embarkation of the Mission Commander.
- (9) The Owner agrees to immediately report all FP incidents, warning shots, firing of flares, and disabling fire to the cognizant MSC Area Command. In addition, all force protection threats, actions, and incidents will be entered into the vessel's deck log or Force Protection journal as applicable.

- (10) The Owner agrees that the Vessel will have an operational internal announcing system and hand-held megaphone.
- (11) For time charters, the Charterer, through the cognizant MSC Area Commands, will provide copies of MSC SHIPBOARD ANTITERRORISM/FORCE PROTECTION (AT/FP) PROGRAM, COMSCINST 5530.3 series and the MSC STANDARD OPERATING MANUAL, COMSCINST 3121.9 series during the delivery inspection.

(s) SALVAGE

- (1) When engaged in the carriage of Government cargo and if requested by Charterer, Owner agrees to accept Navy salvage services. Such services may be provided using Navy personnel and resources or Navy contracted resources.
- (2) In providing such services, the Navy, through Charterer, agrees to waive all claims for “pure” or “bonus” salvage. Instead, Charterer shall be entitled to the following:
 - a. In those cases in which the salvage services are provided by Navy personnel and resources, the salvage claim shall be limited to a schedule of current per diem rates and allowable expenses as established by the Navy’s Supervisor of Salvage. In no event shall such amount exceed a maximum claim of \$25,000 per day.
 - b. In those situations in which the Navy utilizes contracted resources to deliver assistance, Owner shall be liable for the actual daily rate charged to the Navy by the contractor(s).
- (3) It is understood that this limited Supervisor of Salvage claim is asserted against the Vessel only, is solely for the Vessel's account, and does not include any amounts for the salvage of the Government's cargo. Notwithstanding any other provisions of this Contract, this limited Supervisor of Salvage claim IS NOT directly or by way of setoff chargeable in whole or in part to the Government by way of general average or otherwise.

(t) INSURANCE

- (1) Requirement. During the period commencing with the first loading and terminating with the final discharge of the Vessel, the Owner shall have in place marine insurance coverage on the Vessel including Hull and Machinery, Protection and Indemnity (P&I), War Risk Hull and Machinery including P&I and, if U.S.-flagged, Second Seamen's War Risk Policy. Owner shall, when requested, furnish a Certificate of Insurance evidencing required coverage. Except as otherwise provided in this Charter Party, the Owner shall be responsible for the cost of such insurance, including deductibles, premia, additional premia, calls, commissions, advancements, assessments, and overspill claims where applicable.
- (2) Trading Limits. Trading limits of the vessel shall be worldwide. If Vessel is sent beyond the limits of American Institute Trade Warranties or Institute Warranties (as applicable to

Owner's coverage) under this Charter Party, Charterer agrees to reimburse Owner for the actual extra cost of additional premia and/or increased deductible levels, to the extent incurred, properly assessed by the Vessel's marine insurance underwriters and payable by the Owner, which extra cost is occasioned by the Vessel's trading beyond such limits.

- (3) Limitation of Charterer's Liability. Except as otherwise specifically provided herein, the Charterer shall not be liable for any loss, damage, expense, cost, or liability whatsoever and howsoever incurred by the Owner or Vessel or which are imposed upon Owner by operation of law. Any amount due Owner under IV(t) (Insurance) shall be subject to setoff by Charterer to the extent of any recovery under any insurance carried by the Owner.
- (4) Notification to Charterer. Owner shall, to the maximum extent practicable, keep the Charterer, through the Contracting Officer, currently informed in writing as to the potential vitiation, suspension, lapse, or termination of any of Vessel's insurance policies as a consequence of this Charter Party.
- (5) Charterer Named Assured. The United States of America shall be named as an additional assured with waiver of subrogation on all applicable insurance policies. All cost of such insurance, including but not limited to deductibles, premia, additional premia, calls, commissions, advancements, assessments, and overspill claims where applicable, shall be for Owner's account. Owner agrees to make claims against insurers for losses or damages covered by insurance regardless of Charterer fault, action or omission, and Owner will pay all costs and deductibles associated with such claims.

(u) MILITARY EXTRATERRITORIAL JURISDICTION

Upon award of this Contract, the Contractor shall immediately notify all contractor personnel, who are or who will be employed by, or who are or who will be accompanying, United States Armed Forces outside the continental United States (OCONUS), and who are not a host country national ordinarily resident in the host country, that such personnel, and any dependents residing with such personnel, who engage in conduct OCONUS that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States as required by the Military Extraterritorial Jurisdiction Act of 2000, Pub. L. 106-523, 114 Stat. 2488, codified at 18 U.S.C. 3261 – 3267, as implemented by DoD Instruction 5525.11, “Criminal Jurisdiction over Civilians Employed by or accompanying the Armed Forces outside the United States.”

(v) SUPERCARGO AND GOVERNMENT DESIGNATED REPRESENTATIVES

- (1) Charterer's Option. The Charterer shall have the right to assign supercargo (supercargo as used herein is both plural and singular) and other Government designated representatives aboard the Vessel for duty purposes to the extent that accommodations and United States Coast Guard certification (when applicable) allow and in accordance

with COMSC Instruction 3121.9 Series. The Charterer shall pay an amount of \$30.00 per day, per person, covering all expenses including accommodations and victualling. The Owner shall victual U.S. Government designated representatives, pilots, and Customs Officers when authorized by the Charterer at \$7.00 per meal. The Government particularly reserves the right to put a representative onboard the Vessel, with the pilot, at the approach to a discharge port (or otherwise as mutually agreeable) to inspect the Vessel and to monitor the unloading; reimbursement for accommodations and/or victualling is to be as described above.

- (2) Military Personnel. In addition to the carriage of personnel noted in subparagraph (1) above, the Charterer shall have the right to assign other military personnel aboard the Vessel. Such personnel are not to require victualling or berthing facilities from the Vessel unless requested by the military commander aboard, in which case the Owner will be reimbursed out-of-pocket expenses not to exceed the amount per person per day set forth in subparagraph (1) above. The Owner shall provide sufficient lifesaving equipment for such personnel in accordance with SOLAS and all other applicable regulatory requirements.
- (3) Charterer's Liability. The Charterer shall be liable to the Owner for any loss of the Vessel's fittings or appurtenances or any damage to the Vessel, her fittings, or appurtenances caused by the act of supercargo or Government designated representatives in the embarkation, carriage, or debarkation of supercargo or Government designated representatives to the extent such loss or damage is not payable under the Vessel's insurance policies. However, the Charterer shall not be liable for such damage unless written notice specifying such damage and, if obtainable, the name of the party or parties causing such damage shall have been given to the Charterer or its authorized representative within a reasonable time.
- (4) Owner Conditions Not Authorized. The owner shall impose no additional conditions or requirements beyond those contained in this contract on supercargo or government personnel who are aboard the vessel in the conduct of their duties. Under no circumstance shall the owner require supercargo or other government personnel to execute any type of waivers or indemnity agreements as a condition of their presence aboard the vessel.

(w) **RESERVED**

(x) **CONTRACTOR'S NOTICE REGARDING LITIGATION.**

The Contractor shall provide the Contracting Officer with immediate notice of any legal action, or claim against the Government, the Vessel, the Contractor, or the Contractor's underwriters that arises from or is related to this contract. The Contractor shall also provide the Contracting Officer with immediate notice of any legal action brought by the Contractor that arises from or is related to this contract.

PART V. DRY CARGO VOYAGE ADDITIONAL CONTRACT REQUIREMENTS (AS APPLICABLE). (ADDENDUM TO FAR 52.212-4).

Unless specifically referenced in Box 7, the paragraphs that follow do not apply to this Charter Party:

(a) POSITION REPORTS

Upon commencing the voyages to either loading or discharging ports, the Owner shall advise both Charterer and military terminal authorities at loading and discharging ports (as applicable) of the Vessel's position and expected date and time of arrival. Vessel must meet all MSC requirements for reporting. Vessel shall provide position/status reports in-port and at-sea every six (6) hours daily at 0000, 0600, 1200, and 1800 hours local Washington, DC time (GMT-5 EST/GMT-4 EDT) and 72/48/24/12 hr pre-arrival notifications for all ports to Area Command and COMSC PM52. Position reports shall be issued by electronic mail to the following addresses:

HQCargo@navy.mil, mschq.bwc.fct@navy.mil, and other addressees requested by MSC and MSC Area Commands.

(b) RESERVED

(c) TUGS AND BARGES

- (1) Construction. All references in this Charter Party to "Vessel" shall be deemed to refer to the Tug and Barge chartered hereunder, unless the context clearly precludes such a reading.
- (2) Affreightment. This Charter is deemed to be for the purpose of affreightment and is not a towage contract.
- (3) COGSA. COGSA shall apply to this Charter as specified at II(j) (Risk of Loss). A barge will not be deemed a "package" thereunder. All cargo in barges will be deemed stowed underdeck for purposes of application of COGSA.

(d) DEVIATION FOR BUNKERS

The Vessel shall have the liberty as part of the Contract voyage to proceed to any port or ports at which bunker fuel is available for the purpose of bunkering at any stage of the voyage whatsoever, whether such ports are on or off the direct and/or customary route or routes between any of the ports identified in Boxes 3 and 5, and the Vessel may there take bunkers in any quantity in the discretion of the Owner and even to the full capacity of the fuel tanks and deep tanks and any other compartment in which fuel can be carried, whether such amount is or is not required for the chartered voyage.

(e) VOYAGE CHARTER WAR RISK COVERAGE

Under the authority of 46 U.S.C. APP 1285, the U.S. Maritime Administration (MARAD) will furnish the following War Risk insurance coverages, which will be effective during the Vessel's transit during this Charter of areas currently excluded under commercial marine insurance war risk trading warranties.

- (1) War Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased value policies effective on Charter Party date or on date specified in the solicitation, a copy of which current hull policies shall be furnished to Charterer;
- (2) War Risk Protection and Indemnity coverage, insured at a value of either: (A) one-hundred fifty percent of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date or on date specified in the solicitation; or (B) USD 50 million, whichever is greater but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date or on date specified in the solicitation;
- (3) War Risk Blocking and Trapping Coverage;
- (4) War Risk Second Seamen's Coverage, the principal sum of which shall be USD 200,000 per Master, officer, or crew member (this is also loss-of-life benefit). Non-hospitalization disability payments therein to be payable in the amount of USD 1,500 per month. Hospitalization disability payments therein to be payable in the amount of USD 1,000 per month. Dismemberment benefits to be payable in accordance with the schedule identified in the policy, as a percentage of the USD 200,000 principal sum. For loss of or damage to personal effects, an amount not exceeding USD 1,500 shall be payable to licensed officers, and an amount not exceeding USD 1,000 shall be payable to unlicensed crew members and U.S. Merchant Marine cadets and cadet officers.
- (5) War Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date or on date specified in the solicitation. The sum insured by this policy, including the amount of lost time which is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed the hire rate (effective under this Charter Party when the loss of time began), over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy.
- (6) Terms of coverage above referenced to be in accordance with MARAD policies issued pursuant to the authority of 46 U.S.C. APP 1285 as approved by the Contracting Officer, in the form of Policy set forth in 46 CFR 308, as such form is amended.
- (7) Contractor shall provide, as a minimum, a Certificate of Insurance evidencing types and levels of insurance held. If requested by Contracting Officer, the Contractor shall provide a copy of above mentioned policies with endorsements.

(8) Notwithstanding any other provision of this Charter Party, all other insurance shall be for Contractor's account.

(f) NATURE OF CONTRACT (COA)

Under this COA, Charterer undertakes to provide for shipment and Owner undertakes to transport the cargo described in Box 2 between those ports identified in Boxes 3 and 5, over the period identified in Box 69. Each voyage conducted under this COA shall be deemed conducted pursuant to a separate, single-voyage charter with terms as stipulated herein.

(g) VESSEL NOMINATION/AGE RESTRICTION (COA)

- (1) Requirement. Owner shall nominate vessels from among those identified in Box 68, subject always to IV(i) (Substitution). No Vessel shall be nominated which shall, at the time of its nomination, be in excess of 30 years old.
- (2) Notice. Owner shall provide Charterer with written nomination of vessels performing hereunder at least seven running days prior to each respective commencing date.

(h) CANCELLING (COA)

- (1) Charterer's Rights. Charterer's cancellation option described in III(1) (Cancelling) shall affect the voyage in question only. However, should any two voyages be cancelled in accordance with III(1) (Cancelling), Charterer shall upon the third or any subsequent cancelled voyage have the option to cancel this Contract of Affreightment at no cost to the Government. Any exercise or nonexercise of Charterer's cancellation option as aforesaid shall not be construed in derogation of any future right to cancel this Contract of Affreightment or to take any other action authorized hereunder or by law.
- (2) Cargo Quantity. Should any voyage be cancelled in the exercise of Charterer's rights under this Contract of Affreightment, the corresponding quantity of cargo shall be deducted from the outstanding balance. However, should said cancellation result from an incident within the Owner's control, the Charterer shall have the option to postpone the cancelled voyage within the period of this Contract of Affreightment by notice thereof to Owner not later than ten running days after said cancellation.
- (3) Renomination. Should Charterer reject any nominated vessel in the exercise of its rights under this Contract of Affreightment, Owner shall, at Charterer's option, nominate another Vessel from among those identified in Box 68 or in accordance with IV(i) (Substitution). Upon rejection, Charterer may at its sole discretion, however, deem a particular voyage cancelled in accordance with the terms of this Charter without permitting any renomination by Owner.

(i) OVERAGE (COA)

Overage, if any, shall be reckoned on the basis of the maximum cargo quantity designated for the full term of this COA.

(j) CONTRACTOR SECURITY (CS)

This contract language is activated when specifically called out in the RFP. Even when activated, CS may only be necessary during a portion of the contract as determined by the USG and the RFP. In instances where CS necessary for the entire PoP, “award” shall refer to the award of the contract by MSC; in instances where CS is necessary only for portions of the mission’s PoP, “award” shall refer to the award of the subcontract by the prime contractor. The cost of the team for the period annotated in Part V(f)(3), shall be included in the fixed price. In the event of emergencies and in response to worldwide events, all contractors, regardless of callout in the original RFP, may be required to provide CS when so directed by the USG.

1. **CONTRACTOR SECURITY.** The Government requires the Contractor to furnish armed Contractor Security (CS) with a minimum of four (4) persons, as follows:
 - a. Each individual shall, at a minimum:
 - i. Be armed with one semi-automatic or automatic rifle of 5.56 or 7.62 caliber and a minimum of 500 rounds of military-style full metal jacket ammunition. Included in the ammunition amount should be tracer ammunition for use in support of firing warning shots. See NTRP 3-07.2.2 Weapons Handling Procedures and Guidelines, Ch. 2, 4, 6, and 7 for weapon specification requirements (can be provided upon request). Be armed with one shotgun with a minimum of 20 rounds of appropriate ammunition for use against small Unmanned Aerial Systems (UAS).
 - ii. Meet the weapons qualifications contained OPNAVINST 3591.1 series or its equivalent.
 - b) The team shall have a minimum of two (2) laser dazzler devices to warn away or deter manned threats, e.g. small boats, small aircraft, helicopters, etc.
 - c) All team members must possess a current TWIC, or have successfully completed a terrorism check (Terrorism Screening Database) by the U.S. Government or commercial equivalent.
2. Contractor shall provide the security support necessary to ensure mission performance. CS shall, at a minimum, perform the following:
 - a. Prevent any Visit, Board, Search or Seizure (VBSS) force, of as many as 15 personnel, from boarding the vessel by any means, to include but not limited to, a helicopter assault.
 - b. Defend the vessel against pirates or terrorists who may use 2 to 20 small vessels simultaneously attacking both sides of the vessel and may be armed with automatic weapons and rocket propelled grenades.
 - c. Defend the vessel against suicide-bomber attacks by manned or remotely piloted small vessels laden with improvised explosive devices.
 - d. Defend the vessel against remotely piloted or GPS-controlled small UAS suicide-bomber attacks.

- e. Defend the vessel against any other attack designed to steal or sabotage the vessel, its cargo, or cause death or serious bodily harm of its crew or supercargo.
3. The team shall be onboard during the duration of the portion of the voyage(s) specified in Box 7. Contractor WILL PROVIDE approved firearms and ammunition for the CS as described in paragraph 1(a) above (as well as any body armor, tactical communications systems, or protective equipment for their use), and is responsible for delivery to and retrieval from the Vessel of these items. Contractor will provide berthing and victuals for the CS in accordance with the terms of this Contract. The presence of an Embarked Security Team (EST) aboard the ship at the same time as a CST does not eliminate the contractual obligations herein. If the USG decides to embark an EST, the EST will assume the lead on force protection duties, and the CST will be subordinate to their direction, through the Master, to include disarming and stowing their weapons, if required.
4. DOCUMENTATION REQUIREMENTS AND TIMELINE. The following timeline will be adhered to by all parties for the provision of notifications and documentation:
 - a. Not later than four (4) working days after award, or notification by the MSC KO/COR that CS is required, the contractor shall provide the following for review/approval by the Government:
 - i. A statement of Certification and Warranty that:
 1. Security Contractor possesses a valid certification under International Standard ISO 28007, Ships and Marine Technology — Guidelines for Private Maritime Security Companies (PMSC) Providing Privately Contracted Armed Security Personnel (PCASP) On Board Ships.
 2. CS team members possess a current TWIC card or has undergone a terrorism check (Terrorist Screening Data Base) by the U.S. Government in accordance with the current version of USCG Port Security Advisory 5-09.
 3. Firearms that the CS team will bring onboard the vessel meet the Government 's requirements in para. 1 above.
 4. Only military-style full metal jacket ammunition will be supplied to and used by the CS.
 5. All CS team members have met the qualification requirement in para. 1(a)(iii) above and will sign a CS Acknowledgment (below) prior to embarkation.
 - b. Upon request, Contractor shall provide the Contracting Officer (KO) / Contracting Officers Representative (COR) with substantiating documentation the Contractor has met its contractually obligated standards, e.g., list of weapons, ammunition, and qualifications for the CS, list of CS personnel assigned (including full name and TWIC number or documentation of terrorism screening in accordance with para. 1(c)) for Quality Assurance purposes within seven (7) days.
 - c. Contractor is responsible for the secure transmission of any personally identifiable information (PII). Questions should be directed to the Contracting Officer or the COR.
5. PERMISSION FROM VESSEL'S FLAG STATE (NON-U.S. FLAG). The Contractor will warrant in its proposal that it has confirmed with the Vessel's flag state (for a flag other than the U.S.) that embarkation of an armed CS for the purposes stated in the Contract does not violate flag state law. Once so warrantied, the Contractor shall hold harmless the USG for

any violations of local or flag state law or international treaties required by contract performance. The inability of a CS team to perform the contractual duties may result in non-compliance for purposes of proposal evaluation or a breach of contract terms during performance.

6. RULES FOR USE OF FORCE & LEGAL COMPLIANCE. When using force, to include deadly force, CS personnel will at a minimum comply with the use of force rules found in:
 - a. Current version of DoD Directive 5210.56, ARMING AND THE USE OF FORCE (particularly enclosure 2 thereto);
 - b. Current version of SECNAV Instruction 5500.37, ARMING AND THE USE OF FORCE; and
 - c. Current version of ALMSC Message, Subject: RULES FOR THE USE OF FORCE BY MSC MARINERS.

The Contractor shall request copies of the above guidance from the Contracting Officer if they do not have it. Contractor shall immediately report any discharge of weapon(s) or use of force by CS personnel to the ship's Master, Contracting Officer, and the MSC Area Commander, and shall cooperate with and ensure that CS personnel cooperate with any investigation of the incident by MSC, U.S. Navy, DoD, or other U.S. Government agency. The standing rules of engagement applicable to U.S. military members are not applicable to CS personnel.

- 7) WRITTEN CONTRACT SECURITY (CS) ACKNOWLEDGMENT OF CONTRACTOR, SUBCONTRACTOR(S), & CS PERSONNEL.
 - a. Prior to embarkation of the CS, all CS personnel shall sign a CS ACKNOWLEDGMENT. The Contractor is responsible for the submission of the CS Acknowledgment by CS personnel.
 - b. The CS Acknowledgment to the Contracting Officer will state that:

CONTRACT SECURITY (CS) ACKNOWLEDGMENT (CSA)

The undersigned AFFIRMS by signatures (along with their printed names and dates of signature) at the bottom of this Acknowledgment, that they have read and understand the contents of this Acknowledgment, have truthfully provided any required information, and will comply with all requirements contained in this Acknowledgment.

- (1) CS personnel have been briefed by the Contractor or CS subcontractor(s) and understand they will provide security on the Vessel and defend against threats to the Vessel, its crew, and DoD military cargo on board. In particular, CS personnel shall be prepared to:
 - a) Prevent any Visit, Board, Search or Seizure (VBSS) force, of as many as 15 personnel, from boarding the vessel by any means, to include but not limited to, a helicopter assault.
 - b) Defend the vessel against pirates or terrorists who may use 2 to 20 small vessels simultaneously attacking both sides of the vessel and may be armed with automatic weapons and rocket propelled grenades.
 - c) Defend the vessel against suicide-bomber attacks by manned or remotely piloted small vessels laden with improvised explosive devices.

- d) Defend the vessel against remotely piloted or GPS controlled small UAS suicide-bomber attacks.
 - e) Defend the vessel against any other attack designed to steal or sabotage the vessel, its cargo, or cause death or serious bodily harm of its crew or supercargo.
- (2) Unlawful or otherwise improper use of force may subject the Contractor, subcontractor(s), and their employees (including CS personnel) to criminal prosecution and/or civil liability under U.S., flag state, local, or international law.
- (3) CS personnel have been briefed by the Contractor or CS subcontractor and understand limitations on the use of force. In particular, the standing rules of engagement applicable to U.S. military members are not applicable to CS personnel. When using force, to include deadly force, CS personnel will at a minimum, comply with:
- i) Current version of DoD Directive 5210.56, ARMING AND THE USE OF FORCE (particularly enclosure 2 thereto);
 - ii) Current version of SECNAV Instruction 5500.37, ARMING AND THE USE OF FORCE; and
 - iii) Current version of ALMSC Message, Subject: RULES FOR THE USE OF FORCE BY MSC MARINERS.
- (4) CS personnel will only use U.S. government-approved firearms and ammunition. These government-approved firearms and ammunition, as well as any body armor, tactical communications systems, or protective equipment, will be furnished to the CS by the Contractor or CS subcontractor(s), who are responsible for delivery to and retrieval from the Vessel of these items.
- (5) Contractor and subcontractor(s) acknowledge that the background and qualifications of CS personnel have been investigated, and certify these personnel are not prohibited under U.S. law to possess firearms, and all documentation provided to the Contracting Officer is accurate.
- (6) CS personnel have properly filled out, signed, and provided DD FORM 2760 (**QUALIFICATION TO POSSESS FIREARMS OR AMMUNITION**) and MSC SUPPLEMENT TO DD FORM 2760. Contractor shall provide copies of these completed forms to the Contracting Officer with this CS Acknowledgment.
- (7) CS personnel shall each carry a copy of the signed CSA with him or her at all times.
- (8) Authorization for CS personnel to use firearms may be revoked for non-compliance with established rules for the use of force by the vessel Master or the Contracting Officer. In the event of such a revocation, the contractor shall:
- (a) Provide immediate notification (within four (4) hours) to the Contracting Officer.
 - (b) Within 24-hours, provide a plan to return the CS to full capability, including providing all required documentation, certifications and Contract Security (CS) Acknowledgement for replacement personnel, for government acceptance/approval.

- (9) CS personnel shall be current on all qualifications to use the specified Contractor or subcontractor-furnished and government-approved firearms and will not be issued or use any weapon with which they have not qualified (the date and types of qualification standards that individual CS personnel are in compliance with are set forth below under each of their printed names).

(k) PROGRAM OF SHIPMENTS (COA)

- (1) Voyages. Unless a specific program is agreed in Box 69, the program of shipments shall be fairly evenly spread over the period of this COA. Should a specific program not be agreed, Box 69 shall nonetheless identify contemplated laydays and cargo quantities of voyages hereunder.
- (2) Laydays. Unless a specific program is agreed in Box 69, the party authorized in Box 69 to designate laydays hereunder shall designate laydays of four-day span not less than ten running days prior to the commencing date of any voyage hereunder.
- (3) Nomination of Ports. Should Box 3 permit Charterer to order the Vessel to load at one or more ports or places out of two or more ports or places named, or within a named range, Charterer shall nominate loading port(s) or place(s) not less than ten running days prior to the commencing date of the relevant voyage. Should Box 5 permit Charterer to order the Vessel to discharge at one or more ports or places out of two or more ports or places named, or within a named range, Charterer shall nominate discharging port(s) or places in sufficient time to avoid delay to the Vessel. However, the Charterer may at any time change said nominations and nominate new port(s) or place(s) whether or not within the range or rotation of the port(s) or place(s) previously nominated, always consistent with Boxes 3 and 5. Should any such change of voyage orders be made, any time by which the steaming time to the port(s) or place(s) to which the Vessel is finally ordered exceeds the steaming time which would have elapsed had the Vessel been ordered to such port(s) or place(s) immediately upon sailing therefor shall count as laytime or, if the Vessel is on demurrage, as time on demurrage (less the value of the Vessel's in-port bunker consumption for the period of such excess time). In addition, the Charterer shall reimburse the Owner the cost of any extra fuel consumed as a consequence of such excess time (at the market price where and when bunkers are next taken), but only upon such verification as required by IV(1) (Reimbursable Supplies and Services (Charters)).

(l) FINAL SHIPMENT (COA)

Owner shall not be bound to transport any balance of the total quantity which is less than one-half the cargo quantity which was contemplated for the final shipment in Box 69.

(m) SHORTLIFTING (COA)

- (1) Should the minimum cargo quantity identified in Box 2 for the full term of this COA not be transported for any reason not the fault of the Owner, freight shall be payable on the difference between the intaken, manifested measure of cargo transported and the

minimum cargo quantity identified in Box 2 for the full term of this COA, excluding any amount of cargo not shipped in accordance with V(1) (Final Shipment) above. Unless otherwise agreed, the shortlifted amount shall be reckoned upon the expiry of this Contract of Affreightment.

- (2) This paragraph (m) not to apply if otherwise agreed, or if the agreed measure of freight is not based upon measure of the cargo.

(n) CHARTER ALTERATIONS (COA)

The following Parts are deleted from this Charter Party: III(c) (Deadfreight), III(f) (Cargo), III(g) (Non-Government Cargo) and III(i)(2) (Ports - Nomination). Part I shall include pages I-1 through I-5.

(o) LOADING AND DISCHARGING (F.I.O.S.S.)

- (1) Except as otherwise provided, the cargo shall be brought into the holds, loaded, stowed, and secured/unsecured, and taken from the holds and discharged by the Charterer or its representatives, free of any expense whatsoever to the Owner.

- (2) *Charterer* shall be responsible for the cost of the following:

- (i) Stevedoring.
- (ii) Clerking, tallying, checking, and cargo documentation.
- (iii) Heavy-lift equipment other than Vessel's own gear, when ordered for the convenience of Charterer, although Charterer to have free use of any cranes, winches, derricks, tackle, gear, and sufficient motive power therefor, aboard the Vessel.
- (iv) Removal of strongbacks with shore equipment where use of shore equipment is not necessitated by a structural or mechanical defect in the Vessel unless said defect is caused by the fault or negligence of the Charterer.
- (v) Lighterage not on account of any deficiency of the Vessel, and all costs associated therewith.
- (vi) Lashing, sheathing, unsheathing, securing/unsecuring, dunnaging, lashing gear, separation material, deck-cargo cover material, and any special fittings required, to include all labor and materials therefor, although Charterer to have free use of lashing gear, dunnaging, shifting boards, and fittings aboard the Vessel.
- (vii) Winchmen, unless same are requested and permitted to be from Vessel's crew.
- (viii) All opening and closing of Vessel's hatches, unless requested and permitted to be accomplished by Vessel's crew.
- (ix) At discharge, sweeping clean those holds utilized for the carriage of the cargo identified in Box 2.

(3) Owner to be responsible for the cost of the following:

- (i) Heavy-lift equipment other than Vessel's own gear, when ordered for the convenience of the Owner.
- (ii) Light, as on board the Vessel.

(p) LOADING AND DISCHARGING (F.I.O. EX S.S.)

Except as otherwise provided, the cargo shall be brought into the holds and loaded, and taken from the holds and discharged by the Charterer or its representatives, free of any expense whatsoever to the Owner. Stowage and securing/unsecuring shall be for the Owner's account.

(1) Charterer shall be responsible for the cost of the following:

- (i) Stevedoring.
- (ii) Clerking, tallying, checking, and cargo documentation.
- (iii) Heavy-lift equipment other than Vessel's own gear, when ordered for the convenience of Charterer, although Charterer to have free use of any cranes, winches, derricks, tackle, gear, and sufficient motive power therefor, aboard the Vessel.
- (iv) Removal of strongbacks with shore equipment where use of shore equipment is not necessitated by a structural or mechanical defect in the Vessel unless said defect is caused by the fault or negligence of the Charterer.
- (v) Lighterage not on account of any deficiency of the Vessel, and all costs associated therewith.
- (vi) Winchmen, unless same are requested and permitted to be from Vessel's crew.
- (vii) All opening and closing of Vessel's hatches, unless requested and permitted to be accomplished by Vessel's crew.
- (viii) At discharge, sweeping clean those holds utilized for the carriage of the cargo identified in Box 2.

(2) Owner to be responsible for the cost and time of the following:

- (i) Lashing, sheathing, unsheathing, securing/unsecuring, dunnaging, lashing gear, D-rings, separation material, deck-cargo cover material, and any special fittings (including those for special trades, dangerous cargoes, explosive cargoes, deck cargoes, or unusual cargoes) that are required, to include all labor and materials therefor.
- (ii) Heavy-lift equipment other than Vessel's own gear, when ordered for the convenience of the Owner.
- (iii) Light, as on board the Vessel.

(q) LOADING AND DISCHARGING (LINER TERMS)

Owner shall be responsible for those loading and discharging services as are normally performed by a common carrier in its usual commercial service including without limitation, unless otherwise agreed, responsibility for the cost and time of the following:

- (1) Stevedoring, including any and all expenses necessary to load the cargo in the customary manner from alongside the Vessel, and to discharge same in the customary manner under Vessel's gear or under shore gear.
- (2) Clerking, tallying, checking, and cargo documentation.
- (3) Shore-based and Vessel-based lifting equipment necessary.
- (4) Removal of strongbacks.
- (5) Lighterage and all costs associated therewith.
- (6) Winchmen.
- (7) Lashing, sheathing, unsheathing, securing/unsecuring, dunnaging, lashing gear, D-rings, separation material, deck-cargo cover material, and any special fittings (including those for special trades, dangerous cargoes, explosive cargoes, deck cargoes, or unusual cargoes) that are required, including all labor and materials therefor.
- (8) All opening and closing of Vessel's hatches.
- (9) Lighting, as onboard the Vessel.

(r) LOADING AND DISCHARGING (F.I.O.S.S. WITH OWNER-FURNISHED LASHING GEAR)

Loading and discharging shall be in accordance with V(o) (Loading and Discharging (F.i.o.s.s.)) above, except that:

- (1) Owner shall furnish free of expense all material necessary for lashing, sheathing, securing/unsecuring, dunnaging, separating, or covering the entire cargo identified in Box 2, as well as any special fittings required (including those for special trades, dangerous cargoes, explosive cargoes, deck cargoes, or unusual cargoes).
- (2) In the case of roll-on/roll-off service, Vessel shall be equipped with lashing points not greater than ten feet apart on a grid, or equipped with an alternative lashing system approved in writing in advance by the Contracting Officer.

(s) LOADING AND DISCHARGING (F.I.O.S.S. WITH OWNER-FURNISHED TRAILERS OR GEAR)

Loading and discharging shall be in accordance with V(o) (Loading and Discharging (F.i.o.s.s.)) above, except that:

- (1) In the case of roll-on/roll-off service, Owner shall furnish free of expense all "lowboy" or "mafi" trailers necessary to transport the cargo identified in Box 2. Should said Owner--furnished trailers not be compatible with standard U.S. Government tractors, Owner shall additionally furnish free of expense all necessary tractors that are compatible with the Owner's trailers.
- (2) In the case of lift-on/lift-off service, Vessel shall be equipped, free of additional expense to the Charterer, with heavylift gear adequate to load and discharge the cargo identified in Box 2 at an acceptable tempo.

(t) LOADING AND DISCHARGING (LINER TERMS FROM/TO GOVERNMENT TERMINAL)

Loading and discharging shall be in accordance with V(q) (Loading and Discharging Liner Terms) above, except that:

- (1) All time and expense associated with transporting the cargo in the customary manner from the Government's terminal to a point alongside the Vessel shall be for the Owner's account at the port(s) of loading.
- (2) All time and expense associated with transporting the cargo in the customary manner from a point under Vessel and/or shore gear to the Government's terminal shall be for the Owner's account at the port(s) of discharging.

(u) LOADING AND DISCHARGING (FLO/FLO)

- (1) Terms. The cargo shall be loaded and discharged using a float-on/float-off ("flo/flo") process. The cargo shall be shipped on deck.
- (2) Loading. At the loading site, having positioned the cargo fifty meters (or other distance as mutually agreed) from the Vessel's deck, Charterer's loading responsibility to end when the Vessel's first control line is made fast to the cargo.
- (3) Discharging. At the discharging site, Charterer's discharging responsibility to begin when the last of the Vessel's control lines has been released from the cargo in the sequence and time-frame required by the Charterer.
- (4) Owner shall be responsible for the cost of the following:
 - (i) All costs of positioning, ballasting, and deballasting the Vessel.

- (ii) Winchmen sufficient to operate Vessel's gear, whether or not from ship's crew.
- (iii) All costs of securing and unsecuring the cargo, including costs of labor and materials associated with lashing, securing, bracing, blocking, cribbing, cradling, and all fastenings, fittings, posts, and blocks required therefor.
- (iv) Upon loading, the costs of assisting tugs and workboats as from the time said tugs/workboats are positioned fifty meters (or other distance as mutually agreed) from the Vessel, until the time said tugs/workboats are dismissed from the Vessel by the Master. The tugs/workboats shall be engaged by the Owner in number as mutually agreed.
- (v) Upon discharging, the costs of assisting tugs and workboats as from the time said tugs/workboats have reached a standby position off the Vessel designated by the Master, until the time that the last of the Vessel's cargo-control lines has been released from the cargo. The tugs/workboats shall be engaged by the Owner in number as mutually agreed.
- (vi) All costs incurred in preparation of a detailed pre-stow plan to Charterer's satisfaction.

(5) Charterer to be responsible for the cost of the following:

- (i) All costs of preparing the cargo for transportation, prior to its being loaded.
- (ii) Upon loading, the cost of assisting tugs and workboats as follows: (1) for the tugs' time spent positioning from their home ports to the cargo's berth; (2) for the time spent shifting the cargo to a position of fifty meters (or other distance as mutually agreed) from the Vessel; and (3) for the tugs' time positioning back to their home port(s) after being dismissed by the Vessel's Master. The tugs/workboats shall be engaged by the Owner in number as mutually agreed. The cost of assisting tugs and workboats for Charterer's account as above shall be paid by the Owner and reimbursed by the Charterer in accordance with IV(1) (Reimbursable Supplies and Services (Charters)).
- (iii) Upon discharging, the cost of assisting tugs and workboats as follows: (i) for the tugs' time spent positioning from their home ports to a standby position off the Vessel designated by the Master; (ii) for the time spent shifting the cargo once the last of the Vessel's cargo-control lines has been released from the cargo; and (iii) for the tugs' time positioning back to their home port(s) after completion of the discharging operation. The tugs/workboats shall be engaged by the Owner in number as mutually agreed. The cost of assisting tugs and workboats for Charterer's account as above shall be paid by the Owner and reimbursed by the Charterer in accordance with IV(1) (Reimbursable Supplies and Services (Charters)).

- (iv) The costs of an independent, recognized marine surveyor, selected jointly by Owner and Charterer. The surveyor as mutually agreed shall be engaged and paid by the Owner, and the Owner will be reimbursed the costs therefor by the Charterer in accordance with IV(l) (Reimbursable Supplies and Services (Charters)).

(v) INDEPENDENT SURVEYOR (FLO/FLO)

- (1) Requirement. In advance of the Vessel's sailing from the loading site agreed, an unconditional certificate of fitness shall have been issued by an independent surveyor. Said certificate shall specify that the cargo is in every way properly loaded, stowed, lashed, and fit for the transportation contemplated.
- (2) Cost. The cost and hiring of the marine surveyor hereunder shall be in accordance with V(u) (Loading and Discharging (FLO/FLO)) above.
- (3) Reservation. Any determination by the independent surveyor in respect of the services contemplated shall not be in derogation of any conflicting determination of unfitness by the Charterer in the exercise of its inspection rights under II(a) (Inspection).

(w) NOTICE OF READINESS (FLO/FLO)

When the Vessel has arrives at each load or discharge site, and is ready to receive or discharge the cargo, as the case may be, a notice of readiness shall be tendered during Office Hours SSHEX to the Charterer's representative by the Master or Owner's agent by letter, electronic-mail, radio, or telephone. An oral notice shall be confirmed promptly in writing.

(x) LAYTIME/DEMURRAGE (FLO/FLO)

- (1) Commencement. At loading and discharging sites, laytime shall commence six running hours after tender of a proper notice of readiness, or so much later as the Vessel is effectively ready to respectively receive or discharge the cargo. Laytime shall not commence before 0800 hours local time on the commencing date identified in Box 6 unless the Charterer shall consent, in which case laytime shall commence upon tender of a proper notice of readiness and count as half time as used until 0800 hours local time on the commencing date.
- (2) Duration
 - (i) Loading Site. The laytime specified in Box 74a, in days of twenty-four running hours, weather permitting, shall be allowed the Charterer for the purpose of delivery of the cargo in accordance with V(u) (Loading and Discharging (FLO/FLO)) above. Said laytime shall continue to count until the Vessel's first cargo-control line is attached to the cargo. Time used for submerging and deballasting shall not count.
 - (ii) Discharging Site. The laytime specified in Box 74b, in days of twenty-four running hours, weather permitting, shall be allowed the Charterer for the purpose of

acceptance of redelivery of the cargo in accordance with V(u) (Loading and Discharging (FLO/FLO)) above. Said laytime shall continue to count until the last of the Vessel's cargo-control lines has been released from the cargo in the sequence and time-frame required by the Charterer. Time used for submerging shall not count.

(y) ALTERNATE LOADING OR DISCHARGING SITE (FLO/FLO)

- (1) Rights of Owner and Charterer. Should the Master judge that loading or discharging of the cargo (as applicable) will not be possible at the site ordered without unacceptable risk, the Charterer and Owner shall consult with a view to selecting an alternate site as near as possible to the site ordered. Approval of any alternate site shall be in the Charterer's option, this option not to be construed in derogation of any other rights of the Charterer under this Charter or at law.
- (2) Cost. Time lost and expenses incurred transiting to an alternate agreed loading or discharging site shall be compensated as set out in III(i)(4) (Ports – Shifting) above, as from the time that the Master notifies the Charterer of the unacceptable risk of loading or discharging.

(z) CHARTER ALTERATIONS (FLO/FLO)

The following Parts are deleted from this Charter Party: III(c) (Deadfreight), III(h)(1) (Loading and Discharging), III(j) (Notice of Readiness), and III(k)(1), (2), (3)(iv), and (3)(v) (Laytime/Demurrage). Part I shall include pages I-1 through I-4 and I-6.

(aa) LIABILITY (KNOCK-FOR-KNOCK)

- (1) Charterer Named Assured. The United States of America to be a named assured, with waiver of subrogation noted, on all of the insurance policies required at IV(t) (Insurance) above, for the period and risks of this Charter Party.
- (2) Owner's Liability. Owner to be liable for all loss or damage of whatsoever nature and howsoever caused to or sustained by the Vessel, any liability in respect of Vessel wreck removal and the expense of moving, lightening, or buoying the Vessel, any liability in respect of death or injury of any of the Owner's employees, servants, agents or subcontractors' personnel, any liability in respect of other cargo on board the Vessel not the subject of this Charter, and all liabilities consequent upon the loss, damage, or (except as otherwise provided in this Charter) delay of the Vessel, all of which shall be for the sole account of the Owner without recourse to the Charterer, its servants, agents, or representatives, and the Owner shall indemnify, defend, and hold Charterer harmless from and against any and all claims, losses, costs, damages, and expenses of every kind and nature including legal expenses arising from the foregoing.
- (5) Charterer's Liability. Except to the extent recoverable under insurance required to be carried by Owner, Charterer shall be liable for all loss, damage, or delay of whatsoever

nature and howsoever caused to or sustained by the cargo, including any property operated, owned, hired, and/or leased by the Charterer on board the Vessel or cargo, any liability in respect of cargo wreck removal and the expense of (except as otherwise provided in this Charter) moving, lightening, or buoying the cargo, all of which shall be for the sole account of the Charterer without recourse to the Owner, its servants, or agents.

(ab) **BOTH TO BLAME**

To the extent not inconsistent with U.S. law, the following shall apply:

- (1) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants in the navigation or in the management of the Vessel, the Charterer shall indemnify Owner against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claims whatsoever of the Charterer, paid or payable by the other or non-carrying ship or her owners to the Charterer and/or owners of the cargo and set off, recouped, or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Owner.
- (2) The foregoing provisions shall also apply where the owners/operators or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or object are at fault in respect of a collision or contact, stranding, or other accident.

(ac) **SECURING AND STOWING OF AMMUNITION CONTAINERS**

- (1) Vessels offered must be acceptable for carriage of explosives in accordance with International Maritime Dangerous Goods Code (IMDG).
- (2) Vessels offered must, in addition to being fully equipped to carry IMDG CLASS 1, be fully container fitted either with cell guides or stools (base fittings for securing containers on tank tops/hatch covers), stacking cones and container securing devices.
- (3) Containers loaded with IMDG CLASS 1 explosives stowed underdeck must be stowed a minimum of 3 meters away from the engine room bulkhead when the Vessel is fitted with an engine room bulkhead insulated to A60 standard. For vessels not fitted with an engine room bulkhead insulated to A60 standard, there must be a 9 meter separation. Deck stowed containers must be separated from the bridge, accommodation spaces and life savings appliances by a minimum horizontal distance of 8 meters.

(ad) **EXPLOSIVE WARRANTY**

Offerors warrant that Vessel is suitable for carriage of such explosives as described herein. Provision of any fittings, such as fire fighting/detection equipment, and making good any defects to the Vessel, her gear, her fixtures and fittings to make the Vessel suitable for carrying the cargo described, including any necessary certificates/surveys required by

competent authority, shall be for the expense of the Vessel. Vessels are required to have aboard current editions of the following publications:

- (1) Medical First Aid Guide for Use in Accidents Involving Dangerous Goods (MFAG)
- (2) Emergency Procedures for Ships Carrying Dangerous Goods (EMS).
- (3) International Maritime Dangerous Goods Code Volume relating to IMDG CLASS 1.
- (4) Vessels loading out of U.S. ports shall have aboard current editions of 49CFR, Chapter 1, Subchapter C.

(ae) SAFETY AND FIRE PROTECTIONS AND LIGHTING

- (1) Vessel(s) offered must be in compliance with all applicable safety regulations and SOLAS requirements, comply with the IMDG code and be equipped with the following fire protection equipment in working order when tendering notice of readiness:
 - (i) Main machinery spaces must be fitted with a fixed fire-detection and fire alarm system and a fixed fire-extinguishing installation equivalent to SOLAS standards.
 - (ii) All cargo spaces must be fitted with a fire detection system.
 - (iii) Vessel must be equipped with a power operated emergency fire pump, which, together with its source of power and sea connections, should be located outside the machinery space.
 - (iv) At least two sets of self-contained breathing apparatus of an approved type must be aboard.
 - (v) At least two fireman's outfits of an approved type must be aboard.
- (2) If fixed hold lighting is installed, the fittings and wiring must be intrinsically safe, well protected from mechanical damage, dust tight and protected from water damage. If portable hold lights are used they must be completely protected from dust and protected against projections of water from all directions. Flexible cable should have at least a steel or copper braid armour with an overall sheath of PVC, tough rubber or similar material.

(af) EMERGENCY PREPAREDNESS

At all times when the Vessel is laden with explosives in United Kingdom ports, local regulations require that the following conditions are observed:

- (1) The main engine must be available for immediate emergency use.
- (2) Sufficient crew must be on board to enable the Vessel to get underway immediately.
- (3) A roving watchstander will be on-deck during hours of darkness whenever cargo operations are not being conducted.

(ag) NORDENHAM/BREMERHAVEN PORT CHARGES

The following is added as the last sentence to II(k), Taxes, of this Charter Party: "The Contractor is responsible for arranging and paying for fire tug service, quay dues and

gangway watchmen required by the port. These charges will be reimbursed by the Government upon submission of proper documentation under this Contract.”

PART VI. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS COMMERCIAL ITEMS (MAY 2022)

(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 and Other Covered Entities (NOV 2021) (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) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [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.]

___ (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. 2402](#)).

___ (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) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

__ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

__ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

__ (10) [Reserved].

__ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).

__ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (13) [Reserved]

__ (14)(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](#).

__ (15)(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](#).

__ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([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 (SEP 2021) of [52.219-9](#).
- __ (18)(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](#).
- __ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637s](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
- __ (22)(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [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 (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- __ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- __ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- __ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- __ (30)(i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- __ (ii) Alternate I (FEB 1999) of [52.222-26](#).

- __ (31)(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- __ (32)(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](#).
- __ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- __ (35)(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).
- __ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (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](#).)
- __ (37)(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.)
- __ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- __ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- __ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

___ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (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) [52.225-1](#), Buy American-Supplies (NOV 2021) ([41 U.S.C. chapter 83](#)).

___ (49)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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 (JAN 2021) of [52.225-3](#).

___ (iii) Alternate II (JAN 2021) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (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. 2302Note](#)).

___ (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 (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

___ (56) [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. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)(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](#)).

___ (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. chapter 67](#)).

___ (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](#)).

(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) [52.203-19](#), 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)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [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).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([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.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii)(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](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [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. 2302 Note](#)).

(xxi) [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.

(xxii) [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)

http://www.acquisition.gov/far/current/html/52_212_213.html

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

- (a) The following clause(s) apply to every contract:
- (1) [52.203-3](#), Gratuities
 - (2) [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials (Section 847 of Pub. L. 110-181).
 - (3) [252.227-7015](#), Technical Data—Commercial Items (10 U.S.C. 2320).
 - (4) [252.227-7037](#), Validation of Restrictive Markings on Technical Data, if applicable (see [227.7102-4\(c\)](#)).
 - (5) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (Section 1038 of Pub. L. 111-84)
- (b) The following clause(s) apply to contract(s) greater than \$1,000,000.00:
- (2) [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- (c) The following clause(s) apply to contract(s) greater than \$500,000.00:
- (2) [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (d) The following clause(s) apply to contract(s) exceeding the simplified acquisition threshold (SAT):
- (3) [252.225-7012](#), Preference for Certain Domestic Commodities (10 U.S.C. 2533a).
 - (4) [252.243-7002](#), Requests for Equitable Adjustment (10 U.S.C. 2410).
- (e) The following clause(s) apply to contract(s) awarded to a U.S. vendor:
- (2) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (DEC 2018) (10 U.S.C. 2227).
- (f) The following clause(s) apply to contract(s) awarded to a U.S. flag vessel:
- (2) [252.247-7027](#), Riding Gang Member Requirements (Section 3504 of Pub. L. 110-417).
- (g) The following clause(s) apply to contract(s) for which the offeror made a negative response to the inquiry in the provision at [252.247-7022](#), Representation of Extent of Transportation by Sea:
- (1) [252.247-7024](#), Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)
- (h) The following clauses apply if checked:
- (1) *Part 203—Improper Business Practices and Personal Conflicts of Interest.*

XX (A) Use the FAR clause at [52.203-3](#), Gratuities, as prescribed in FAR 3.202, to comply with 10 U.S.C. 2207.

XX (B) Use the clause at [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials, as prescribed in [203.171-4\(a\)](#), to comply with section 847 of Pub. L. 110-181.

XX (C) Use the clause at [252.203-7003](#), Agency Office of the Inspector General, as prescribed in [203.1004\(a\)](#), to comply with section 6101 of Pub. L. 110-252 and 41 U.S.C. 3509.

XX (D) Use the provision at [252.203-7005](#), Representation Relating to Compensation of Former DoD Officials, as prescribed in [203.171-4\(b\)](#).

(ii) *Part 204—Administrative Matters.*

XX (A) Use the clause at [252.204-7004](#), Antiterrorism Awareness Training for Contractors, as prescribed in [204.7203](#).

XX (B) Use the provision at [252.204-7008](#) Compliance with Safeguarding Covered Defense Information Controls, as prescribed in [204.7304\(a\)](#).

XX (C) Use the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information, as prescribed in [204.7304\(b\)](#).

XX (D) Use the clause at [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting, as prescribed in [204.7304\(c\)](#).

_____ (E) Use the provision at [252.204-7013](#), Limitations on the Use or Disclosure of Information by Litigation Support Offerors, as prescribed in [204.7403\(a\)](#), to comply with 10 U.S.C. 129d.

_____ (F) Use the clause at [252.204-7014](#), Limitations on the Use or Disclosure of Information by Litigation Support Contractors, as prescribed in [204.7403\(b\)](#), to comply with 10 U.S.C. 129d.

XX (G) Use the clause at [252.204-7015](#), Notice of Authorized Disclosure of Information for Litigation Support, as prescribed in [204.7403\(c\)](#), to comply with 10 U.S.C. 129d.

(iii) *Part 205—Publicizing Contract Actions.*

Use the clause at [252.205-7000](#), Provision of Information to Cooperative Agreement Holders, as prescribed in [205.470](#), to comply with 10 U.S.C. 2416.

(iv) *Part 211—Describing Agency Needs.*

(A) Use the clause at [252.211-7003](#), Item Unique Identification and Valuation, as prescribed in [211.274-6\(a\)\(1\)](#).

(B) Use the provision at [252.211-7006](#), Passive Radio Frequency Identification, as prescribed in [211.275-3](#).

(C) Use the clause at [252.211-7007](#), Reporting of Government-Furnished Property, as prescribed in [211.274-6](#).

(D) Use the clause at [252.211-7008](#), Use of Government-Assigned Serial Numbers, as prescribed in [211.274-6\(c\)](#).

(v) *Part 213—Simplified Acquisition Procedures.*

Use the provision at [252.213-7000](#), Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System—Statistical Reporting in Past Performance Evaluations, as prescribed in [213.106-2-70](#).

(vi) *Part 215—Contracting by Negotiation.*

(A) Use the provision at [252.215-7003](#), Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation, as prescribed at [215.408\(2\)\(i\)](#).

(B) Use the clause at [252.215-7004](#), Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation, as prescribed at [215.408\(2\)\(ii\)](#).

XX (C) Use the provision at [252.215-7007](#), Notice of Intent to Resolicit, as prescribed in [215.371-6](#).

XX (D) Use the provision [252.215-7008](#), Only One Offer, as prescribed at [215.408\(3\)](#).

(E) Use the provision [252.215-7010](#), Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, as prescribed at [215.408\(5\)\(i\)](#) to comply with section 831 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and sections 851 and 853 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92).

(1) Use the basic provision as prescribed at [215.408\(5\)\(i\)\(A\)](#).

(2) Use the alternate I provision as prescribed at [215.408\(5\)\(i\)\(B\)](#).

(vii) *Part 219—Small Business Programs.*

(A) Use the clause at [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts), to comply with 15 U.S.C. 637.

(1) Use the basic clause as prescribed in [219.708\(b\)\(1\)\(A\)\(1\)](#).

(2) Use the alternate I clause as prescribed in [219.708\(b\)\(1\)\(A\)\(2\)](#).

(B) Use the clause at [252.219-7004](#), Small Business Subcontracting Plan (Test Program), as prescribed in [219.708\(b\)\(1\)\(B\)](#), to comply with 15 U.S.C. 637 note.

(C) Use the provision at [252.219-7000](#), Advancing Small Business Growth, as prescribed in [219.309\(1\)](#), to comply with 10 U.S.C. 2419.

(D) Use the provision at [252.219-7012](#), Competition for Religious-Related Services, as prescribed in [219.270-3](#).

(viii) *Part 223—Environment, Energy and Water Efficiency, Renewable Energy Technologies, Occupational Safety, and Drug-Free Workplace.*

Use the clause at [252.223-7008](#), Prohibition of Hexavalent Chromium, as prescribed in [223.7306](#).

(ix) *Part 225—Foreign Acquisition.*

(A) Use the provision at [252.225-7000](#), Buy American—Balance of Payments Program Certificate, to comply with 41 U.S.C. chapter 83 and Executive Order 10582 of December 17, 1954, Prescribing Uniform Procedures for Certain Determinations Under the Buy-American Act.

(1) Use the basic provision as prescribed in [225.1101\(1\)\(i\)](#).

(2) Use the alternate I provision as prescribed in [225.1101\(1\)\(ii\)](#).

(B) Use the clause at [252.225-7001](#), Buy American and Balance of Payments Program, to comply with 41 U.S.C. chapter 83 and Executive Order 10582 of December 17, 1954, Prescribing Uniform Procedures for Certain Determinations Under the Buy-American Act.

(1) Use the basic clause as prescribed in [225.1101\(2\)\(ii\)](#).

(2) Use the alternate I clause as prescribed in [225.1101\(2\)\(iii\)](#).

(C) Use the clause at [252.225-7006](#), Acquisition of the American Flag, as prescribed in [225.7002-3\(c\)](#), to comply with section 8123 of the DoD Appropriations Act, 2014 (Pub. L. 113-76, division C, title VIII), and the same provision in subsequent DoD appropriations acts.

(D) Use the clause at [252.225-7007](#), Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies, as prescribed in [225.1103\(4\)](#), to comply with section 1211 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2006 (Pub. L. 109-163) as amended by the NDAA's for FY 2012 and FY 2017.

(E) Use the clause at [252.225-7008](#), Restriction on Acquisition of Specialty Metals, as prescribed in [225.7003-5\(a\)\(1\)](#), to comply with 10 U.S.C. 2533b.

(F) Use the clause at [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals, as prescribed in [225.7003-5\(a\)\(2\)](#), to comply with 10 U.S.C. 2533b.

(G) Use the provision at [252.225-7010](#), Commercial Derivative Military Article—Specialty Metals Compliance Certificate, as prescribed in [225.7003-5\(b\)](#), to comply with 10 U.S.C. 2533b.

XX (H) Use the clause at [252.225-7012](#), Preference for Certain Domestic Commodities, as prescribed in [225.7002-3\(a\)](#), to comply with 10 U.S.C. 2533a.

(I) Use the clause at [252.225-7015](#), Restriction on Acquisition of Hand or Measuring Tools, as prescribed in [225.7002-3\(b\)](#), to comply with 10 U.S.C. 2533a.

(J) Use the clause at [252.225-7016](#), Restriction on Acquisition of Ball and Roller Bearings, as prescribed in [225.7009-5](#), to comply with section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts.

(K) Use the clause at [252.225-7017](#), Photovoltaic Devices, as prescribed in [225.7017-4\(a\)](#), to comply with section 846 of Public Law 111-383.

(L) Use the provision at [252.225-7018](#), Photovoltaic Devices—Certificate, as prescribed in [225.7017-4\(b\)](#), to comply with section 846 of Public Law 111-383.

(M) Use the provision at [252.225-7020](#), Trade Agreements Certificate, to comply with 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note. Alternate I also implements section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

(I) Use the basic provision as prescribed in [225.1101\(5\)\(i\)](#),

(2) Use the alternate I provision as prescribed in [225.1101\(5\)\(ii\)](#).

(N) Use the clause at [252.225-7021](#), Trade Agreements to comply with 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note.

(I) Use the basic clause as prescribed in [225.1101\(6\)\(i\)](#).

(2) Use the alternate II clause as prescribed in [225.1101\(6\)\(ii\)](#).

(O) Use the provision at [252.225-7023](#), Preference for Products or Services from Afghanistan, as prescribed in [225.7703-4\(a\)](#), to comply with section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

(P) Use the clause at [252.225-7024](#), Requirement for Products or Services from Afghanistan, as prescribed in [225.7703-4\(b\)](#), to comply with section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

(Q) Use the clause at [252.225-7026](#), Acquisition Restricted to Products or Services from Afghanistan, as prescribed in [225.7703-4\(c\)](#), to comply with section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

(R) Use the clause at [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales, as prescribed in [225.7307\(a\)](#), to comply with 22 U.S.C. 2779.

(S) Use the clause at [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments, as prescribed in [225.7307\(b\)](#), to comply with 22 U.S.C. 2755.

(T) Use the clause at [252.225-7029](#), Acquisition of Uniform Components for Afghan Military or Afghan National Police, as prescribed in [225.7703-4\(d\)](#).

(U) Use the provision at [252.225-7031](#), Secondary Arab Boycott of Israel, as prescribed in [225.7605](#), to comply with 10 U.S.C. 2410i.

(V) Use the provision at [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate, to comply with 41 U.S.C. chapter 83 and 19 U.S.C. 3301 note. Alternates II, III, and V also implement section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

(I) Use the basic provision as prescribed in [225.1101\(9\)\(i\)](#).

(2) Use the alternate I provision as prescribed in [225.1101\(9\)\(ii\)](#).

(3) Use the alternate II provision as prescribed in [225.1101\(9\)\(iii\)](#).

(4) Use the alternate III provision as prescribed in [225.1101\(9\)\(iv\)](#).

(5) Use the alternate IV provision as prescribed in [225.1101\(9\)\(v\)](#).

(6) Use the alternate V provision as prescribed in [225.1101\(9\)\(vi\)](#).

(W) Use the clause at [252.225-7036](#), Buy American--Free Trade Agreements-- Balance of Payments Program to comply with 41 U.S.C. chapter 83 and 19 U.S.C. 3301 note. Alternates II, III, and V also implement section 886 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181).

- (1) Use the basic clause as prescribed in [225.1101\(10\)\(i\)\(A\)](#).
- (2) Use the alternate I clause I as prescribed in [225.1101\(10\)\(i\)\(B\)](#).
- (3) Use the alternate II clause as prescribed in [225.1101\(10\)\(i\)\(C\)](#).
- (4) Use the alternate III clause as prescribed in [225.1101\(10\)\(i\)\(D\)](#).
- (5) Use the alternate IV clause as prescribed in [225.1101\(10\)\(i\)\(E\)](#).
- (6) Use the alternate V clause as prescribed in [225.1101\(10\)\(i\)\(F\)](#).

(X) Use the provision at [252.225-7037](#), Evaluation of Offers for Air Circuit Breakers, as prescribed in [225.7006-4\(a\)](#), to comply with 10 U.S.C. 2534(a)(3).

(Y) Use the clause at [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers, as prescribed in [225.7006-4\(b\)](#), to comply with 10 U.S.C. 2534(a)(3).

(Z) Use the clause at [252.225-7039](#), Defense Contractors Performing Private Security Functions Outside the United States, as prescribed in [225.302-6](#), to comply with section 2 of Pub. L. 110-181, as amended.

(AA) Use the clause at [252.225-7040](#), Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, as prescribed in [225.371-5\(a\)](#).

XX (BB) Use the clause at [252.225-7043](#), Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States, as prescribed in [225.372-2](#).

(CC) Use the provision at [252.225-7049](#), Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations, as prescribed in [225.772-5](#), to comply with 10 U.S.C. 2279.

(DD) Use the provision at [252.225-7050](#), Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism, as prescribed in [225.771-5](#), to comply with 10 U.S.C. 2327(b).

(EE) Use the clause at [252.225-7051](#), Prohibition on Acquisition for Certain Foreign Commercial Satellite Services, as prescribed in [225.772-5\(b\)](#), to comply with 10 U.S.C. 2279.

(FF) Use the clause at [252.225-7052](#), Restriction on the Acquisition of Certain Magnets and Tungsten, as prescribed in [225.7018-5](#).

(x) *Part 226--Other Socioeconomic Programs.*
Use the clause at [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns, as prescribed in [226.104](#), to comply with section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts.

(xi) *Part 227—Patents, Data, and Copyrights.*

(A) Use the clause at [252.227-7013](#), Rights in Technical Data–Noncommercial Items, as prescribed in [227.7103-6\(a\)](#). Use the clause with its Alternate I as prescribed in [227.7103-6\(b\)\(1\)](#). Use the clause with its Alternate II as prescribed in [227.7103-6\(b\)\(2\)](#), to comply with 10 U.S.C. 7317 and 17 U.S.C. 1301, et. seq.

(B) Use the clause at [252.227-7015](#), Technical Data–Commercial Items, as prescribed in [227.7102-4\(a\)\(1\)](#), to comply with 10 U.S.C. 2320. Use the clause with its Alternate I as prescribed in [227.7102-4\(a\)\(2\)](#), to comply with 10 U.S.C. 7317 and 17 U.S.C. 1301, et. seq.

(C) Use the clause at [252.227-7037](#), Validation of Restrictive Markings on Technical Data, as prescribed in [227.7102-4\(c\)](#).

(xii) *Part 229—Taxes.*

(A) Use the clause at [252.229-7014](#), Taxes—Foreign Contracts in Afghanistan, as prescribed at [229.402-70\(k\)](#).

(B) Use the clause at [252.229-7015](#), Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement), as prescribed at [229.402-70\(l\)](#).

(xiii) *Part 232—Contract Financing.*

XX (A) Use the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports, as prescribed in [232.7004](#), to comply with 10 U.S.C. 2227.

XX (B) Use the clause at [252.232-7006](#), Wide Area WorkFlow Payment Instructions, as prescribed in [232.7004\(b\)](#).

(C) Use the clause at [252.232-7009](#), Mandatory Payment by Governmentwide Commercial Purchase Card, as prescribed in [232.1110](#).

XX (D) Use the clause at [252.232-7010](#), Levies on Contract Payments, as prescribed in [232.7102](#).

(E) Use the clause at [252.232-7011](#), Payments in Support of Emergencies and Contingency Operations, as prescribed in [232.908](#).

(F) Use the provision at [252.232-7014](#), Notification of Payment in Local Currency (Afghanistan), as prescribed in [232.7202](#).

(xiv) *Part 237—Service Contracting.*

(A) Use the clause at [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel, as prescribed in [237.173-5](#), to comply with section 1038 of Pub. L. 111-84.

(B) Use the clause at [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees, as prescribed in [237.171-4](#), to comply with section 1092 of Pub. L. 108-375.

(xv) *Part 239--Acquisition of Information Technology.*

(A) Use the provision [252.239-7009](#), Representation of Use of Cloud Computing, as prescribed in [239.7604\(a\)](#).

(B) Use the clause [252.239-7010](#), Cloud Computing Services, as prescribed in [239.7604\(b\)](#).

(C) Use the provision at [252.239-7017](#), Notice of Supply Chain Risk, as prescribed in [239.7306\(a\)](#), to comply with 10 U.S.C. 2339a.

(D) Use the clause at [252.239-7018](#), Supply Chain Risk, as prescribed in [239.7306\(b\)](#), to comply with 10 U.S.C. 2339a.

XX (xvi) *Part 243—Contract Modifications.*

Use the clause at [252.243-7002](#), Requests for Equitable Adjustment, as prescribed in [243.205-71](#), to comply with 10 U.S.C. 2410.

XX (xvii) *Part 244—Subcontracting Policies and Procedures.*

Use the clause at [252.244-7000](#), Subcontracts for Commercial Items, as prescribed in [244.403](#).

(xviii) *Part 246—Quality Assurance.*

(A) Use the clause at [252.246-7003](#), Notification of Potential Safety Issues, as prescribed in [246.370\(a\)](#).

(B) Use the clause at [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment for Military Operations, as prescribed in [246.270-4](#), to comply with section 807 of Pub. L. 111-84.

(C) Use the clause at [252.246-7008](#), Sources of Electronic Parts, as prescribed in [246.870-3\(b\)](#), to comply with section 818(c)(3) of Pub. L. 112-81, as amended by section 817 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291) and section 885 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92).

(xix) *Part 247—Transportation.*

(A) Use the clause at [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer, as prescribed in [247.207](#), to comply with section 884 of Pub. L. 110-417.

XX (B) Use the provision at [252.247-7022](#), Representation of Extent of Transportation by Sea, as prescribed in [247.574\(a\)](#).

XX (C) Use the basic or one of the alternates of the clause at [252.247-7023](#), Transportation of Supplies by Sea, as prescribed in [247.574\(b\)](#), to comply with the Cargo Preference Act of 1904 (10 U.S.C. 2631(a)).

(1) Use the basic clause as prescribed in [247.574\(b\)\(1\)](#).

(2) Use the alternate I clause as prescribed in [247.574\(b\)\(2\)](#).

(3) Use the alternate II clause as prescribed in [247.574\(b\)\(3\)](#).

XX (D) Use the clause [252.247-7025](#), Reflagging or Repair Work, as prescribed in [247.574\(c\)](#), to comply with 10 U.S.C. 2631(b).

(E) 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.

XX (F) Use the clause at [252.247-7027](#), Riding Gang Member Requirements, as prescribed in [247.574\(e\)](#), to comply with section 3504 of the National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417).

(G) Use the clause at [252.247-7028](#), Application for U.S. Government Shipping Documentation/Instructions, as prescribed in [247.207](#).

212.302 Tailoring of provisions and clauses for the acquisition of commercial items.

(c) *Tailoring inconsistent with customary commercial practice.* The head of the contracting activity is the approval authority within the DoD for waivers under FAR 12.302(c).

PART VIII. ADDITIONAL FAR, DFARS AND MSC CLAUSES

(a) FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(b) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses, which, if checked, are incorporated in this Contract by reference.

- (1) FAR [52.204-4](#) Printed or Copied Double-Side on Postconsumer Fiber Content Paper
- (2) FAR [52.232-18](#) Availability of Funds
- (3) FAR [52.245-1](#) Government Property
- (4) DFARS [252.201-7000](#) Contracting Officer's Representative
- (5) DFARS [252.203-7002](#) Requirement to Inform Employees of Whistleblower Rights
- (6) DFARS [252.204-7000](#) Disclosure of Information
- (7) DFARS [252.204-7003](#) Control of Government Personnel Work Product
- (8) Reserved
- (9) DFARS [252.209-7004](#) Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
- (10) DFARS [252.211-7006](#) Passive Radio Frequency Identification
- (11) DFARS [252.215-7007](#) Notice of Intent to Resolicit
- (12) DFARS [252.215-7008](#) Only One Offer
- (13) DFARS [252.223-7002](#) Safety Precautions for Ammunition and Explosives
- (14) DFARS [252.223-7003](#) Change in Place of Performance – Ammunition and Explosives
- (15) DFARS [252.225-7040](#) Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
- (16) DFARS [252.225-7043](#) Antiterrorism/Force Protection for Defense Contractors Outside the United States
- (17) DFARS [252.245-7001](#) Tagging, Labeling, and Marking of Government-Furnished Property
- (18) DFARS [252.245-7002](#) Reporting Loss of Government Property
- (19) DFARS [252.245-7003](#) Contractor Property Management System Administration
- (20) DFARS [252.245-7004](#) Reporting, Reutilization, and Disposal
- (21) DFARS [252.247-7025](#) Reflagging or Repair Work
- (22) FAR [52.228-3](#) Worker's Compensation Insurance (Defense Base Act)
- (23) DFARS [252.232-7007](#) Limitation of Government's Obligation

- (24) FAR [52.232-39](#) Unenforceability of Unauthorized Obligations
- (25) FAR [52.232-40](#) Providing Accelerated Payments to Small Business Subcontractors
- (26) DFARS [252.204-7008](#) Compliance with Safeguarding Covered Defense Information Controls
- (27) DFARS [252.204-7012](#) Safeguarding Covered Defense Information and Cyber Incident Reporting
- (28) DFARS [252.247-7027](#) Riding Gang Member Requirements
- (29) DFARS [252.247-7023](#) Transportation of Supplies by Sea-Basic
- (30) DFARS [252.247-7022](#) Representation of Extent of Transportation by Sea
- (31) FAR [52.204-16](#) Commercial and Government Entity Code Reporting
- (32) FAR [52.204-17](#) Ownership or Control of Offeror
- (33) FAR [52.204-18](#) Commercial and Government Entity Code Maintenance
- (34) FAR [52.204-21](#) Basic Safeguarding of Covered Contractor Information Systems
- (35) FAR [52.204-25](#) Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- (36) DFARS [252.225-7993](#) Prohibition on Providing Funds to the Enemy (DEVIATION 2020-O0001) (NOV 2019)
- (37) DFARS [252.225-7975](#) Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0001)
- (38) FAR [52.204-13](#) System for Award Management Maintenance
- (39) DFARS [252.204-7020](#) Notice of NIST SP 800-171 DOD Assessment Requirements
- (40) DFARS [252.232-7017](#) Accelerating Payments to Small Business Subcontractors Prohibition on Fees and Consideration
- (41) DFARS [252.233-7999](#) Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)
- (42) DFARS [252.204-7018](#) Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

(c) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clauses which, if checked, are included in this Contract:

(1) **FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

(2) 52.217-8 Option to Extend Services (NOV 1999).

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

months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to redelivery of the Vessel.

(End of clause)

(3) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor anytime prior to redelivery of the Vessel. The Government may, but is not required to, give the contractor a preliminary notice of its intent to extend anytime prior to redelivery of the Vessel. The preliminary notice, if provided, does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 59 months.

(End of clause)

(4) Reserved

(5) Reserved

(6) DFARS 252.232-7006 Wide Area Work Flow Payment Instructions (DEC 2018)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Not Applicable

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2-in-1

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(f) *[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]*

(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.

A. Routing Data Table for U.S. Banks / U.S. Currency:

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N50082
Issue By DoDAAC	Leave Blank
Admin DoDAAC	N62387
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

B. Routing Data Table for Foreign Banks / Foreign Currency:

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	Leave Blank
Admin DoDAAC	N62387
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

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact:

MSCHQ_WAWF@navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

(7) **MSC SPECIFIC WIDE AREA WORKFLOW (WAWF) INSTRUCTIONS**

The information contained in this instruction is supplemental to DFARS 252.232-7006. **The information contained in the table in DFARS 252.232-7006 is for WAWF purposes only. Information included in DFARS 252.232-7006 and this WAWF instruction apply only to WAWF Invoicing and WAWF Receiving Reports. Contradictory information elsewhere in this contract, e.g. Ship to DoDAAC, shall be followed per the terms and conditions of the contract.**

When entering the invoice into WAWF, the Contractor shall fill in the DoDAAC fields or DoDAAC extensions exactly as shown in the table in DFARS 252.232-7006. Fields that should not be filled in when entering the invoice into WAWF will be indicated with the direction, "Leave Blank."

In some situations the WAWF system will pre-populate the "Pay DoDAAC," "Admin By DoDAAC" and "Issue By DoDAAC." The Contractor shall verify that those DoDAACs automatically entered by the WAWF system match the information in the table in DFARS 252.232-7006. If these DoDAACs do not match, then the Contractor shall correct the field(s).

If Receiving Reports are required, ensure that the "Inspection" and "Acceptance" defaults of "destination" for both fields are not changed in the WAWF online interface.

The CLINs on the WAWF invoice shall be entered exactly as set forth in the contract document including CLIN number (e.g. 0001), Quantity (may be adjusted for actual quantity or dollar value delivered and invoiced), and Unit Price (e.g. \$1.00). The dollar amounts on each CLIN or SubCLIN on the WAWF invoice shall reflect final performance values, but in no instance can the dollar amount for each CLIN or SubCLIN exceed what is specified in the contract document. The Contractor shall bill to the lowest level, e.g., the SubCLIN level. **The Quantity and Unit of Measure fields must be filled out exactly as indicated in the CLINs and SubCLINs to reduce the possibility of the invoice being delayed or rejected during processing.**

Before closing out of an invoice session in WAWF, but after submitting the document or documents, the Contractor will be given the option to send additional email notifications by clicking on the "Send More Email Notifications" link that appears on the page. The Contractor shall click on this link and add the Technical Point of Contact's (TPOC) or Contracting Officer's Representative's (COR) email address in the first email address block and add any other

additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

(8) DFARS 252.232-7010 Levies on Contract Payments (DEC 2006)

- (a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.
- (b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—
 - (1) The total dollar amount of the levy;
 - (2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and
 - (3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.
- (c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including—
 - (1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and
 - (2) (i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or
 - (ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.
- (d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

(9) FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

PART IX. ATTACHMENTS – DRY CARGO VOYAGE CHARTER

- (a) Attachment IX(A) Standard Statement of Facts (Time Sheet)
- (b) Attachment IX(B) Laytime Statement

Unless specifically referenced in Box 6 of Part I, the attachments that follow do not apply to this Charter Party. If specifically referenced in Box 6 of Part I, the terms of any referenced attachments shall be incorporated into this Charter and shall, unless otherwise provided in the text of the attachment, apply with the same force and effect as any other clause of this Charter.

- (c) Attachment IX(C) US Department of Labor Wage Determination
- (d) Attachment IX(D) Shipyard Data Information Spreadsheet; As outlined in relevant Parts VII, X, and XI below, submission of an offer requires the submission of relevant shipyard data information for all Jones Act vessels owned or controlled by the offeror.

ATTACHMENT IX(A) STANDARD STATEMENT OF FACTS

1. Agents		STANDARD STATEMENT OF FACTS (SHORT FORM) RECOMMENDED BY THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO) AND THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP BROKERS AND AGENTS (FONASBA)	
2. Vessel's name		3. Port	
4. Owners/Disponent Owners		5. Vessel berthed	
		6. Loading commenced	7. Loading completed
8. Cargo		9. Discharging commenced	10. Discharging completed
		11. Cargo documents on board	12. Vessel sailed
13. Charter Party*		14. Working hours/meal hours of the port*	
15. Bill of Lading weight/quantity	16. Outturn weight/quantity		
17. Vessel arrived on roads		18.	
19. Notice of readiness tendered		20.	
21. Next tide available		22.	

DETAILS OF DAILY WORKING*

Date	Day	Hours worked		Hours stopped		No. of gangs	Quantity load/disch.	Remarks*
		From	to	From	to			
General remarks*								
Place and date						Name and signature (Master)*		
Name and signature (Agents)*						Name and signature (for the Charterers/Shippers/Receivers)*		

ATTACHMENT IX(B) LAYTIME STATEMENT

M.V./S.S.:				LOADING/DISCHARGING AT:						
CHARTERS:								C/P DATED:		
LAYTIME ALLOWED:										
DISPATCH RATE:					DEMURRAGE RATE:					
DAY	DATE	TIME WORKED		REMARKS	LAYTIME USED			TIME SAVED/ON DEMURRAGE		
		FROM	TO		D	H	M	D	H	M
				TOTAL LAYTIME USED:						
DISPATCH/DEMURRAGE:				DISPATCH/DEMURRAGE:						
DATE:				DAYS @ \$				PER DAY = \$		

MSC 4616/9 (11-91)

ATTACHMENT IX(C)
US DEPARTMENT OF LABOR WAGE DETERMINATION
(TO BE ADDED AS APPLICABLE)

ATTACHMENT IX(D)
SHIPYARD DATA INFORMATION TEMPLATE
(TO BE ADDED AS APPLICABLE)

PART X. INSTRUCTIONS TO OFFERORS

(a) The Contractor shall comply with the following FAR provisions:

(1) FAR 52.212-1 Instructions to Offerors—Commercial Items (NOV 2021) (tailored pursuant to FAR 12.302(a)).

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. (Tailored) Submit signed and dated offers to the point of contact specified in Block 7 of the SF 1449 at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number.

(2) Reserved (Tailored).

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with (or acknowledgement of, as appropriate) the requirements in the solicitation. This may include product literature, or other documents, if necessary. (Tailored).

(5) Terms of any express warranty.

(6) Price and any discount terms.

(7) “Remit to” address, if different than mailing address.

(8) A completed copy of the representations and certifications at FAR 52.209-7 Information Regarding Responsibility Matters; FAR 52.209-11 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law; FAR [52.212-3](#) (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically); (Tailored)

(9) Acknowledgment of Solicitation Amendments.

(10) Past Performance Information: (Tailored)

For the purposes of evaluating offerors’ past performance:

a. “Recent” is defined as a contract in-progress or completed within the last three (3) years.

b. “Relevant” is defined as a contract that is of similar scope, magnitude, and complexity to the requirements as set forth in this solicitation.

i. **Scope:** Experience in the areas defined in the PWS.

ii. **Magnitude:** The measure of the volume, dollar value and/or duration of the work actually performed under a contract.

iii. **Complexity:** The measure of technical difficulty, managerial intricacy and/or required coordination of efforts and disciplines performed by the offeror under a contract. For complexity, not only will the tasks performed by the offeror be considered, but also the offeror’s ability to coordinate tasks (e.g., concurrent performance requirements).

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(12) Subcontracting Plan. (Tailored)

In accordance with FAR 52.219-9 and DFARS 252.219-7003, large business offerors shall submit a Small Business Subcontracting Plan with their proposal. Offerors shall ensure that they submit a Small Business Subcontracting Plan with all of the information required by FAR 52.219-9.

In preparing the Small Business Subcontracting Plan, offerors should note that historical compliance with FAR 52.219-8 and FAR 52.219-9 may be evaluated as part of past performance in future source selections.

A subcontracting plan is NOT REQUIRED from small business concerns and will not be evaluated.

(13) Form of Submission. (Tailored) Proposals may NOT be submitted via telex. Proposals/extensions may be submitted via e-mail in Adobe Acrobat (.pdf) format, and must be compatible with Adobe Acrobat Reader 8.0 or later version. Offerors are advised that the Government may be unable to receive other types of electronic files (e.g., .zip files) or files in excess of 20 megabytes. Proposals/extensions must contain either a verifiable electronic signature (e.g. PKI enable certificate), or a scanned image of the handwritten signature of the Offeror or Offeror's authorized agent. Note: Unsigned offers will not be considered for award. Offerors are advised that delays in the receipt of e-mail do occur. The Offeror is solely responsible for timely receipt of

offers by the Government regardless of any problems or delays related to computer hardware or software systems including, but not limited to, servers and firewalls. The timestamp of the Offeror's sent e-mail shall not be construed as sufficient documentation of the Government's receipt of an e-mailed offer. An E-mail proposal that resides on a Government server, but has not appeared in the designated E-mail inbox by the due date and time for proposal submission will be considered late. 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. Alternately, proposals/extensions may be faxed or mailed/carried to the address shown in Box 9 on the SF 1449.

- (14) (Tailored) Any other characteristics/details not shown in Part I that are pertinent to the Government's evaluation factors.
- (15) (Tailored) 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..
- (16) (Tailored) Set of completed boxes found at DRYVOY PROFORMA Part I, pages I-1 through I-7, as applicable and at a minimum:
 - (i) Vessel's INMARSAT # (DRYVOY Box 23)
 - (ii) Vessel's Call Letters (DRYVOY Box 25)
 - (iii) Vessel's Official Number (DRYVOY Box 26)
 - (iv) Year of Vessel (DRYVOY Boxes 8 and 22)
 - (v) Flag of Vessel (DRYVOY Boxes 8 and 22)
 - (vi) Proposed lay days (DRYVOY Box 14)
 - (vii) Compliance with/acknowledgements pursuant to Part XI(c) below.
 - (viii) Acknowledgement of all terms and conditions of RFP and DRYVOY Proforma
 - (ix) Lump sum and demurrage (DRYVOY Box 19)
 - (x) Name and email address for Contractor Performance Assessment Reporting System (CPARS) (DRYVOY Box 11)
 - (xi) Acknowledgement of whether or not the Owner is a VISA participant (DRYVOY Box 18)
 - (xii) Acknowledgement of whether or not the Vessel is VISA enrolled (DRYVOY Box 18)
 - (xiii) Completed FAR 52.212-3 Offeror Representations and Certifications – Commercial Items and Alternate 1 (See DRYVOY Part XII; submission in SAM fulfills this requirement.)
 - (xiv) Completed FAR 52.209-7 – Information Regarding Responsibility Matters (See DRYVOY Part XII)
 - (xv) Completed FAR 52.209-11 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law (See DRYVOY Part XII; submission in SAM fulfills this requirement.)

- (xvi) Dependent upon response(s) to FAR 52.204-26, completed FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Service or Equipment (See DRYVOY Part XII)
 - (xvii) Any documentation, if required, by Part I, Box 7.
 - (xviii) Completed FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (See DRYVOY Part XII; submission in SAM fulfills this requirement.)
 - (xvix) Completed FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (See DRYVOY Part XII.)
 - (xx) Certification required pursuant to Part XII (c)(8), FAR 52.222-56.
 - (xxi) Completed DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (See DRYVOY Part XII.)
 - (xxii) Dependent upon response to DFARS 252.204-7016, completed DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (see DRYVOY Part XII).
- (17) (Tailored) Full Style of vessel and vessel owners/operators, and load/discharge port agents' contact information.
 - (18) (Tailored) Provide detailed diagrams of vessel deck NLT 72 hours prior to arrival at designated loading ports.
 - (19) (Tailored) Listing of cargo handling equipment on ship (e.g. forklifts, spreader bars, etc.).
 - (20) (Tailored) Owners must advertise load capacities/capabilities of ship's gear/cranes that will service the assigned cargo spaces (or details of arrangement made ashore for vessel discharge).
 - (21) (Tailored) Vessel must identify all deck spaces to be provided for loading.
 - (24) (Tailored) Owners must warrant that the Vessel Captain and crew have valid HAZMAT training.
 - (23) (Tailored) Identify any stowage constraints in regards to HAZMAT restrictions on board the vessel.
 - (24) (Tailored) Should the selected vessel already have commercial cargo loaded aboard, the vessel carrier must provide a detailed stow plan with cargo stowage locations and the order of vessel ports of call within the estimated timeframes.
 - (25) (Tailored) Owners must warrant the vessel can accommodate port restrictions. There may be additional restriction than those listed in the RFP.

- (c) Period for Acceptance of Offers. (Tailored) Unless offeror proposes a shorter period, by submission of an offer, offeror agrees that its offer, including any timely revisions thereto, shall remain valid until the Government makes award under this solicitation. The forgoing does not preclude an offeror from withdrawing its offer prior to award.
- (d) Vessel Substitution. (Tailored) No proposed substitution will be permitted by Charterer during the procurement solicitation process after the date and time for offers has passed except when such substitution is made as part of a revised offer during a period in which the solicitation is reopened or when such substitution is made as part of a final proposal revision.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—
GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (<http://assist.daps.dla.mil>).
 - (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
 - (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Unique Entity Identifier (UEI). (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.
- (k) Reserved.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(m) Service of Protest. (Added) Protests, as defined in FAR 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kenneth D. Allen. The mailing address is the same as that stated in Box 9, SF 1449. Interested parties may request an independent review of their protest as an alternative to consideration by the Contracting Officer or as an appeal of the Contracting Officer's decision on their protest. See FAR 33.103. Requests for independent review shall be addressed to:

Director, Contracts & Business Management Directorate, Code N10
Military Sealift Command
471 East C Street, Bldg. SP-64
Naval Station Norfolk
Norfolk, VA 23511-2419

MSC encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(n) FAR 13.5 Acquisition. (Added) This procurement is a FAR Part 12 acquisition being conducted under FAR 13.5 Simplified Procedures for Certain Commercial Items. Accordingly, simplified acquisition procedures apply. After receipt of proposals the Government may, with or without notice, negotiate with and, if desired, seek proposal revisions from as many or as few offerors as it, in its discretion, deems appropriate.

(2) FAR 52.215-5 Facsimile Proposals (Oct 1997)

(a) Definition.

Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is 757-341-5745.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(3) FAR 52.212-1 (Addendum) Additional Instructions to Offerors—Commercial Items

Questions.

Questions regarding the solicitation will be accepted up until the time that proposals are received. Questions received later than 2 working days prior to closing may not be answered.

PART XI. FAR [52.212-2](#) EVALUATION - COMMERCIAL ITEMS (OCT 2014) (tailored pursuant to FAR [12.302](#) (a)) – SPOT CHARTER

(a) The Government will award a contract resulting from this solicitation to the responsible offeror (See Note (1) below) whose technically acceptable proposal with acceptable past performance represents the lowest price to the Government. Award will be made, if at all, according to the preference scale set forth in sec. III.A.3. of VISA (available at 79 Federal Register 64462-64470). If this RFP does not include DFARS 252.247-7026, award will be made, if at all, for the technically acceptable offer in the highest VISA priority which has the lowest price among the offers in that VISA priority. If this RFP includes DFARS 252.247-7026, then this evaluation scheme is subject to the next paragraph.

If 50% or more of the cost of overhaul, repair, and maintenance work of an offeror’s “covered vessel[s]” (see definition at DFARS 252.247-7026(a)) has been conducted within a U.S. shipyard during the period covering the current calendar year through the date of proposal submission, plus the preceding four calendar years, then the offeror is in “Category 1.” All other offerors are in “Category 2.” Award will be made, if at all, for the technically acceptable “Category 1” offer with the highest VISA priority which has the lowest price among the offers with that VISA priority. If no such offers exist, then award will be made, if at all, to the lowest price, technically acceptable, “Category 2” offer with the highest VISA priority. This evaluation scheme will continue, with “Category 1” offers within a particular VISA priority level having preference over “Category 2” offers within the same preference level.

NOTE (1): It is emphasized that as an integral part of the award selection a responsibility determination of the offeror will be made in accordance with FAR Part 9.104. Within this determination, the Government will only consider an offeror responsible if it presents a viable, continued capacity to fully provide the contracted services in accordance with the charter, regardless of operating conditions (e.g., conflict or contingency operations). This will be determined using the factors shown in FAR Part 9.104, to include 1) experience, 2) operational controls, 3) technical skills, 4) satisfactory past performance record, and 5) ability to comply with required delivery schedule.

(b) In selecting the lowest-priced, technically acceptable offer, the following factors will be considered:

- Technical
- Past Performance
- 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.

(c) Technical. The offeror’s proposal will be evaluated based on technical capability of vessels proposed per the submission requirements outlined in Part X(b)(16) .

(d) Past Performance. The government will search Contractor Performance Assessment Reporting System (CPARS) for each offeror's three most recent and relevant government contracts for the ocean transportation of cargo. While the government intends to use primarily CPARS to gather information on offerors' past performance, it reserves the right to consider other sources of relevant information. The government will not consider the past performance of parent or sister companies, and will only consider the past performance of the offeror. Recency and relevancy are defined in Part X, above, of past performance information. The government will consider the extent of the offeror's ability to perform a previous contract successfully in the areas of (A) quality of product or services, (B) timeliness or scheduling of supplies/deliveries, (C) business relations/customer satisfaction, and (D) key personnel and staffing (including subcontractors). Additionally, the Government will consider past performance with respect to FAR 52.219-8. Marginal and unsatisfactory ratings or comments will be addressed during discussions, if held. Absent negative information, a rating of satisfactory will be assigned.

a. At a minimum, award will not be made to an offeror who is or within the past three years has been seriously deficient in contract performance, unless the Contracting Officer determines that the circumstances were properly beyond the offeror's control or that the offeror took appropriate corrective action.

b. If discussions are held, offerors will be given the opportunity to address unfavorable reports of past performance.

c. Rating Scale: The government will assign ratings as follows: Acceptable: Based on the offeror's performance record, the government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (see note below). Unacceptable: Based on the offeror's performance record, the government does not have a reasonable expectation that the offeror will be able to successfully perform the requirement.

Note: In the case of an offeror without a record of relevant performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(A) (2) (IV)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "Unknown" shall be considered "Acceptable."

(e) Price. The evaluated price will be computed based on the lumpsum freight rate plus one day demurrage plus any other costs set forth in the offer. The proposed price must be determined to be fair and reasonable.

(f) Subcontracting Plan (if required): For large businesses, the Government will evaluate the Small Business Subcontracting Plan in accordance with FAR 52.219-9. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer will make the offeror ineligible for award of a contract.

- (g) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (h) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

PART XII. OFFEROR REPRESENTATIONS AND CERTIFICATIONS REQUIRED BY FAR

(a) FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of Provision)

(b) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) provision which is included in this solicitation by reference.

(1) FAR [52.225-25](#) **Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications**

(2) FAR [52.204-19](#) **Incorporation by Reference of Representations and Certifications**

(c) The Contractor agrees to comply with the following FAR provisions which are included in this solicitation.

(1) FAR **52.209-7 Information Regarding Responsibility Matters (OCT 2018)**

(a) *Definitions.* As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of Provision)

(2) FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or A Felony Conviction Under Any Federal Law (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

(3) FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2022) Alternate I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent

directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications- Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying

Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United

States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror does does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror does does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The Offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

Alternate I (Oct 2014). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(4) FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) *Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]*

(1) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, *i.e.*, make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(End of Provision)

(5) FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, *and* substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

(6) FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

(7) FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

(a) *Definitions.* As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in [26 U.S.C. 7701\(a\)\(30\)](#) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 701\(a\)\(31\)](#)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under [26 U.S.C. 5000C](#), the Offeror represents that

(1) It is is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 a full exemption, or partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR [52.229-12](#), Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR [52.229-12](#), Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

(8) FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (OCT 2020)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause [52.222-50](#)).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in [52.222-50](#)(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

PART XIII. OFFEROR REPRESENTATIONS AND CERTIFICATIONS REQUIRED BY DFARS

(a) The Contractor agrees to comply with the following Defense Federal Acquisition Regulation Supplement (DFARS) provisions which are included in this solicitation by reference.

(1) DFARS [252.203-7005](#) Representation Relating to Compensation of Former DoD Officials

(2) Reserved.

(3) DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements (NOV 2020)

(a) *Definitions.*

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to <mailto:webpmsmh@navy.mil> for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

(b) The Contractor agrees to comply with the following Defense Federal Acquisition Regulation Supplement (DFARS) provisions which are included in this solicitation.

(1) DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (DEVIATION 2012-00007) (DATE 2012)

- (a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

(2) Reserved

(3) Reserved

(4) DFARS 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation (DEC 2019)

(a) *Definitions.* As used in this provision, “covered defense telecommunications equipment or services” has the meaning provided in the clause [252.204-7018](#) , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov/>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

(5) DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at [252.204-7016](#) , Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense telecommunications

equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) *Definitions.* “Covered defense telecommunications equipment or services,” “covered mission,” “critical technology,” and “substantial or essential component,” as used in this provision, have the meanings given in the [252.204-7018](#) clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition.* Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at [252.204-7016](#), Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

(c) The following DFARS provision applies to this solicitation if checked.

(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)

(a) *Definitions.* As used in this provision—

“Covered vessel” means a vessel—

(1) Owned, operated, or controlled by the offeror; and

(2) Qualified to engage in the carriage of cargo in the coastwise or noncontiguous trade under Section 27 of the Merchant Marine Act, 1920 (46 U.S.C. 12101, 12132, and 55102), commonly referred to as “Jones Act”; 46 U.S.C. 12102, 12112, and 12119; and Section 2 of the Shipping Act, 1916 (46 U.S.C. 50501).

“Foreign shipyard” means a shipyard that is not a U.S. shipyard.

“Overhaul, repair, and maintenance work” means work requiring a shipyard period greater than or equal to 5 calendar days.

“Shipyard” means a facility capable of performing overhaul, repair, and maintenance work on covered vessels.

“U.S. shipyard” means a shipyard that is located in any State of the United States or in Guam.

(b) This solicitation includes an evaluation criterion that considers the extent to which the offeror has had overhaul, repair, and maintenance work for covered vessels performed in U.S. shipyards.

(c) The offeror shall provide the following information with its offer, addressing all covered vessels for which overhaul, repair, and maintenance work has been performed during the period covering the current calendar year, up to the date of proposal submission, and the preceding four calendar years:

- (1) Name of vessel.
 - (2) Description and cost of qualifying shipyard work performed in U.S. shipyards.
 - (3) Description and cost of qualifying shipyard work performed in foreign shipyards and whether—
 - (i) Such work was performed as emergency repairs in foreign shipyards due to accident, emergency, Act of God, or an infirmity to the vessel, and safety considerations warranted taking the vessel to a foreign shipyard; or
 - (ii) Such work was paid for or reimbursed by the U.S. Government.
 - (4) Names of shipyards that performed the work.
 - (5) Inclusive dates of work performed.
- (d) Offerors are responsible for submitting accurate information. The Contracting Officer—
- (1) Will use the information to evaluate offers in accordance with the criteria specified in the solicitation; and
 - (2) Reserves the right to request supporting documentation if determined necessary in the proposal evaluation process.
- (e) The Department of Defense will provide the information submitted in response to this provision to the congressional defense committees, as required by Section 1017 of Pub. L. 109-364.

(End of Provision)