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## **Solicitation/Contract Form Continuation**

Surtass-E Reprocurement

***SEE ATTACHMENT 1\_SPECIALTIME 2026 (02-26) PROFORMA***

## Continuation of Supplies or Services and Prices/Costs

### Additional Information/Notes

| Item                     | Supplies/Service                                                  | Quantity | Unit | Unit Price | Amount |
|--------------------------|-------------------------------------------------------------------|----------|------|------------|--------|
| 0001                     | Base Period Charter Hire<br>Pricing Arrangement: Firm Fixed Price |          |      |            |        |
| 0002                     | Base Period Reimbursables                                         |          |      |            |        |
| Option Line Item<br>1001 | Option 1 Charter Hire                                             |          |      |            |        |
| Option Line Item<br>1002 | Option 1 Reimbursables                                            |          |      |            |        |
| Option Line Item<br>2001 | Option 2 Charter Hire                                             |          |      |            |        |
| Option Line Item<br>2002 | Option 2 Reimbursables                                            |          |      |            |        |
| Option Line Item<br>3001 | Option 3 Charter Hire                                             |          |      |            |        |
| Option Line Item<br>3002 | Option 3 Reimbursables                                            |          |      |            |        |
|                          |                                                                   |          |      |            |        |

|                          |                        |  |  |  |  |
|--------------------------|------------------------|--|--|--|--|
| Option Line Item<br>4001 | Option 4 Charter Hire  |  |  |  |  |
| Option Line Item<br>4002 | Option 4 Reimbursables |  |  |  |  |

## Continuation of Description

**The below attachments, including all referenced and incorporated clauses, constitute the Terms & Conditions of this contract.**

Attachment 1\_SPECIALTIME 2026 (02-26)

Attachment 2\_Wage Determination

Attachment 3\_GFP

Attachment 4\_Basic Pricing Data

Attachment 5\_DD-254

Attachment 6\_Crew Complement

Attachment 7\_PWS (Performance Work Statement)

Attachment 8\_Request for Clarifications

Attachment 9\_ATFP

Attachment 10 \_ CBRN

Attachment 11 \_ [Reserved]

Attachment 12\_ SFLLL

Attachment 13\_ MSC SOM

Attachment 14\_CDRL

Attachment 15 \_ [Reserved]

Attachment 16 \_ MECSP

Attachment 17\_Technical Evaluation Worksheet

Attachment 18 \_ [Reserved]

Attachment 19 \_ [Reserved]

Attachment 20 \_ [Reserved]

Attachment 21\_Guidelines for Off-Hire

**See Attachment (1), PART II(r) regarding the Order of Precedence.**

## Requirements

MSC requests one US flagged or foreign flagged vessel (to be reflagged US prior to delivery of vessel) required to tow an acoustic array in support of U.S. Navy Operations. This is a mission essential requirement which will require a mission essential contractor services plan. The vessel will tow a passive acoustic monitoring system, between 4-6 knots, 24hrs/day for up to a 45-day event. The ship will need to be able to tow on a directed heading within 5 degrees for extended periods at slow speed. Because of the type of acoustic system employed, the ability of the vessel to maintain heading stability is critical. The vessel must be capable of worldwide operations. This includes support in all ocean basins of the world from the Arctic to the Antarctic during seasonally ice- free periods, when waters are navigable without ice-breaking classification but must comply with Category C of the IMO Polar Code for open-water polar transits. The vessel operator must also be capable of sustaining the vessel worldwide.

**Continuation of Packaging and Marking**

**Continuation of Inspection and Acceptance**

**Continuation of Deliveries or Performance**

**Continuation of Accounting and Appropriation Data**

# Contract Clauses

## FAR Clauses Incorporated by Reference

| Number   | Title                                                                                    | Effective Date | Alternate/ Deviation | Variation Effective Date |
|----------|------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-00038) | Feb 2026       |                      |                          |

## DFARS Clauses Incorporated by Reference

| Number       | Title                                                            | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials.   | Sep 2011       |                      |                          |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights.         | Dec 2022       |                      |                          |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018       |                      |                          |
| 252.232-7010 | Levies on Contract Payments.                                     | Dec 2006       |                      |                          |

## FAR Clauses Incorporated by Full Text

**52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)**

SEE PROFORMA PART VIII

## DFARS Clauses Incorporated by Full Text

**252.232-7006 Wide Area WorkFlow Payment Instructions. (Tailored) (Jan 2023)**

(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**

(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**

(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 financing, submit a commercial financing request.

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

[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.

Routing Data Table

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | <b>N50082</b>                     |
| Issue By DoDAAC           | <b>N32205</b>                     |
| Admin DoDAAC              | <b>N32205</b>                     |
| Inspect By DoDAAC         | <b>N62387</b>                     |
| Ship To Code              | <b>N62387</b>                     |
| Ship From Code            | Leave Blank                       |
| Mark For Code             | Leave Blank                       |
| Service Approver (DoDAAC) | <b>N62387</b>                     |
| Service Acceptor (DoDAAC) | <b>N62387</b>                     |

|                        |               |
|------------------------|---------------|
| Accept at Other DoDAAC | Leave Blank   |
| LPO DoDAAC             | <b>N62387</b> |
| 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:

Not applicable.

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

(End of clause)

**SEE PROFORMA PART VIII for MSC SPECIFIC WAWF INSTRUCTIONS**

**Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services**

***SEE ATTACHMENT 1\_SPECIALTIME 2026 (02-26) PROFORMA***

# Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

## Addendum to Contract Clauses

### Contract Clauses

#### DFARS Clauses Incorporated by Reference

| Number       | Title                                                                                                    | Effective Date | Alternate/ Deviation | Variation Effective Date |
|--------------|----------------------------------------------------------------------------------------------------------|----------------|----------------------|--------------------------|
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1) | May 2024       | Deviation 2024-O0013 | May 2024                 |

#### FAR Clauses Incorporated by Full Text

52.217-8      **Option to Extend Services.** (Nov 1999)

SEE PROFORMA PART VIII

52.217-9      **Option to Extend the Term of the Contract.** (Mar 2000)

SEE PROFORMA PART VIII

#### DFARS Clauses Incorporated by Full Text

252.232-7007      **Limitation of Government's Obligation.** (Apr 2014)

#### LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s)       [Contracting Officer insert after negotiations]       is/are incrementally funded. For this/these item(s), the sum of \$       [Contracting Officer insert after negotiations]       of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

|                            |         |
|----------------------------|---------|
| On execution of contract   | \$ ____ |
| (month) (day), (year) ____ | \$ ____ |
| (month) (day), (year) ____ | \$ ____ |
| (month) (day), (year) ____ | \$ ____ |

(End of clause)

## List of Contract Documents, Exhibits, or Attachments

### Solicitation Provisions

#### FAR Clauses Incorporated by Full Text

|          |                                                                                                         |            |
|----------|---------------------------------------------------------------------------------------------------------|------------|
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Tailored) | (Feb 2026) |
|----------|---------------------------------------------------------------------------------------------------------|------------|

SEE PROFORMA PART X

**Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services**

***SEE ATTACHMENT 1\_SPECIALTIME 2026 (02-26) PROFORMA***

## Evaluation - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-2      Evaluation-Commercial Products and Commercial Services. (Deviation)      (Feb 2026)

SEE PROFORMA PART XI

**Addendum to Evaluation - Commercial Product and Commercial Services**

***SEE ATTACHMENT 1\_SPECIALTIME 2026 (02-26) PROFORMA***

# Offeror Representations and Certifications - Commercial Products and Commercial Services

## Addendum to Solicitation Provisions

### FAR Clauses Incorporated by Full Text

52.211-14      **Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.**      **(Apr 2008)**

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. [*Contracting Officer check appropriate box.*]

(End of provision)