SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N3220526R60490004	17 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Ashley Smith	564-226-7556	18 Aug 2026 01:00 PM

9. ISSUED BY CODE N32205

MSCHQ NORFOLK
471 EAST C ST., NORFOLK VA 23511
NORFOLK, VA 23511
UNITED STATES
Ashley Smith, Email: ashley.m.smith357.civ@us.navy.mil Telephone: 564-226-7556

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 488330

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☒ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING DO-A3

14. METHOD OF SOLICITATION
☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Continuation

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Continuation *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Continuation

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED . _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* 31c. DATE SIGNED

Solicitation/Contract Form Continuation

GUAM TUGS TIME CHARTER

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	BASE PERIOD CHARTER HIRE (TUG #1) PoP: 28 Feb 2027 - 27 Feb 2028 (365 Days) Pricing Arrangement: Firm Fixed Price		Days		
0002	BASE PERIOD CHARTER HIRE (TUG #2) PoP: 28 Feb 2027 - 27 Feb 2028 (365 Days) Pricing Arrangement: Firm Fixed Price		Days		
0003	BASE PERIOD REIMBURSABLE FUEL Pricing Arrangement: Firm Fixed Price		Job		
0004	BASE PERIOD - ADDITIONAL AFTER-HOURS (billed only as established in PWS Part I, Section 7) Pricing Arrangement: Firm Fixed Price		Hours		
Option Line Item 1001	OPTION 1 CHARTER HIRE (TUG #1) PoP: 28 Feb 2028 - 27 Feb 2029 (366 Days) Pricing Arrangement: Firm Fixed Price		Days		
Option Line Item 1002	OPTION 1 CHARTER HIRE (TUG #2) PoP: 28 Feb 2028 - 27 Feb 2029 (366 Days) Pricing Arrangement: Firm Fixed Price		Days		
Option Line Item 1003	OPTION 1 REIMBURSABLE FUEL Pricing Arrangement: Firm Fixed Price		Job		
Option Line Item 1004	OPTION 1 - ADDITIONAL AFTER HOURS (billed only as established in PWS Part I, Section 7) Pricing Arrangement: Firm Fixed Price		Hours		
Option Line Item 2001	OPTION 2 CHARTER HIRE (TUG #1) PoP: 28 Feb 2029 - 27 Feb 2030 (365 Days)		Days		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 2002	OPTION 2 CHARTER HIRE (TUG #2) PoP: 28 Feb 2029 - 27 Feb 2030 (365 Days) Pricing Arrangement: Firm Fixed Price		Days		
Option Line Item 2003	OPTION 2 REIMBURSABLE FUEL Pricing Arrangement: Firm Fixed Price		Job		
Option Line Item 2004	OPTION 2 - ADDITIONAL AFTER HOURS (billed only as established in PWS Part I, Section 7) Pricing Arrangement: Firm Fixed Price		Hours		
Option Line Item 3001	OPTION 3 CHARTER HIRE (TUG #1) PoP: 28 Feb 2030 - 27 Feb 2031 (365 Days) Pricing Arrangement: Firm Fixed Price		Days		
Option Line Item 3002	OPTION 3 CHARTER HIRE (TUG #2) PoP: 28 Feb 2030 - 27 Feb 2031 (365 Days) Pricing Arrangement: Firm Fixed Price		Days		
Option Line Item 3003	OPTION 3 REIMBURSABLE FUEL Pricing Arrangement: Firm Fixed Price		Job		
Option Line Item 3004	OPTION 3 - ADDITIONAL AFTER HOURS (billed only as established in PWS Part I, Section 7) Pricing Arrangement: Firm Fixed Price		Hours		
Option Line Item 4001	OPTION 4 CHARTER HIRE (TUG #1) PoP: 28 Feb 2031 - 30 Jan 2032 (337 Days) Pricing Arrangement: Firm Fixed Price		Days		
Option Line Item 4002	OPTION 4 CHARTER HIRE (TUG #2) PoP: 28 Feb 2031 - 30 Jan 2032 (337 Days) Pricing Arrangement: Firm Fixed Price		Days		

Option Line Item 4003	OPTION 4 REIMBURSABLE FUEL Pricing Arrangement: Firm Fixed Price		Job		
Option Line Item 4004	OPTION 4 - ADDITIONAL AFTER HOURS (billed only as established in PWS Part I, Section 7) Pricing Arrangement: Firm Fixed Price		Hours		

Continuation of Description

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

Attachment (1)_MSC TUGTIME PROFORMA (06-2026) - updated A0001 attachment posted via Amendment A0002

Attachment (2)_Offered Vessel Characteristic Sheet

Attachment (3)_Crew Complement

Attachment (4)_Offered Rates Sheet

Attachment (5)_Technical Offer Worksheet

Attachment (6)_Department of Labor Wage Determination

Attachment (7)_Disclosure of Lobbying Activities (SF LLL)

Attachment (8)_[RESERVED]

Attachment (9)_Mission-Essential Contractor Services Plan (MECSP) Worksheet

Attachment (10)_Strike Contingency Plan and Vessel Casualty Plan

Attachment (11)_Request for Clarification/Question Form

Attachment (12) _Reserved

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

Requirements

GUAM TUGS TIME CHARTER

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-O0038)	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		
252.247-7027	Riding Gang Member Requirements.	May 2018		

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. (Jan 2023)

SEE PROFORMA PART VIII

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

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) (Tailored)**	**(Feb 2026)**

See TUG TIME PROFORMA Part X

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

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 TUG TIME PROFORMA Part XI

Addendum to Evaluation - Commercial Product and Commercial Services

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)**

SEE PROFORMA PART VIII