SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	70Z02326R93280004	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/30/2026	

7. ISSUED BY CODE 70Z023

70Z023 CG-9123
2703 Martin Luther King Ave, SE
Washington, DC 20593 US

8. ADDRESS OFFER TO *(If other than item 7)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See Section L Proposal Instructions until 12:00 (Hour) local time 07/20/2026 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	LEWIS III, Mr. WILLIAM E	703/850-4153			William.E.Lewis3@uscg.mil

11. TABLE OF CONTENTS

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				*PART II - CONTRACT CLAUSES*	
☐	A	SOLICITATION/CONTRACT FORM	See Page 2	☒	I	CONTRACT CLAUSES	See Page 2
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS				*PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS*	
☒	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT		☒	J	LIST OF ATTACHMENTS	
☒	D	PACKAGING AND MARKING				*PART IV - REPRESENTATIONS AND INSTRUCTIONS*	
☒	E	INSPECTION AND ACCEPTANCE		☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
☒	F	DELIVERIES OR PERFORMANCE					
☒	G	CONTRACT ADMINISTRATION DATA		☒	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
☒	H	SPECIAL CONTRACT REQUIREMENTS		☒	M	EVALUATION FACTORS FOR AWARD	

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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1. Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers: TBD

2. Section B - Supplies or Services and Prices/Costs

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Design and Engineering	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
0002		Parent for LLTM / Production	
	Description:		
Purchase Requisitions			

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002AA		Long Lead Time Materials	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002AB		Production	0	DO
Contract Type:Fixed Price Economic Price Adjustment				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
0003		Parent for Technical Data Submission (TDS)	
	Description:		
Purchase Requisitions			

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0003AA		TDS-1	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0003AB		TDS-2	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0008		Special Studies and Events	0	DO
Contract Type:Cost Contract				
		Total Estimated Cost		
	Description:			
Purchase Requisitions				

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
1002		Parent for LLTM / Production	
	Description:		
Purchase Requisitions			

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1002AA		Long Lead Time Materials	0	DO
Contract Type:Firm Fixed Price				
		Unit Price		
		Extended Price		
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1002AB		Production	0	DO
Contract Type:Firm Fixed Price				
		Unit Price		
		Extended Price		

	Description:
Purchase Requisitions	

Option:
Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
1003		Parent for TDS-3	
	Description:		
Purchase Requisitions			

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1003AA		TDS-3	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1004		Crew Familiarization Training	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:

Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1006		Operational Test Support	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1007		Vessel Transport	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1008	0008	Special Studies and Events	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	

	Description:
Purchase Requisitions	

Option: 2
Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1009		Capital Expenditures	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1010		Display Model	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/27
Option Time Duration: 365
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	

2002		Parent for LLTM / Production	
	Description:		
Purchase Requisitions			

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2002AA		Long Lead Time Materials	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/28
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2002AB		Production	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/28
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2004		Crew Familiarization Training	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	

	Description: Supplies/Services = Ordering Period 1 Training Course Quantity = Estimated No. of Participants within Ordering Period Unit = Course Participant Unit Price = Per Participant Price valid 7/15/2026-7/14/2027

Purchase Requisitions			

Option:
Option Time Date: 12/1/28
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2007		Vessel Transport	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	

	Description:

Purchase Requisitions			

Option:
Option Time Date: 12/1/28
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2008	0008	Special Studies and Events	0	DO
Contract Type:Cost Contract				
			Total Estimated Cost	

	Description:

Purchase Requisitions			

Option: 1
Option Time Date: 12/1/28
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3004		Crew Familiarization Training	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
3005		Parent for Deep Insurance Spares	
	Description:		
Purchase Requisitions			

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AA		Propellers - Port & Starboard	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AB		Propeller Shafting	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	

	Description:		
Purchase Requisitions			

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AC		Main Propulsion Engine Set	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AD		Reduction Gear	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit

3005AE		Bow Thruster	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AF		Bow Thruster VFD	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AG		Ship Service Generator Set	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AH		Key Switchboards / Breakers	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AJ		Rudder Stock	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AK		Steering Gear Motor/Pump	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364

Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AL		AC Plant	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AM		Articulating Crane	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AN		Hydraulic Power Unit	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AP		Buoy Deck Winch	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3005AQ		Major Maintenance Kits	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3007		Vessel Transport	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	

	Description:
Purchase Requisitions	

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3008		Special Studies and Events	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/29
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
4004		Crew Familiarization Training	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/30
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit

4007		Vessel Transport	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/30
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
4008		Special Studies and Events	0	DO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
	Description:			
Purchase Requisitions				

Option:
Option Time Date: 12/1/30
Option Time Duration: 364
Option Time Units: Days
IDC Type: Not Applicable

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B.1 CONTRACT TYPE

This contract is a Commercial Fixed Price with Economic Price Adjustment (FP-EPA) Indefinite Delivery, Indefinite Quantity (IDIQ) contract. Under the terms and conditions, the Government establishes a contractual vehicle with a commercial vendor, allowing for the procurement of supplies at pre-determined, fixed prices. EPA is planned to be applied to materials starting in Ordering Period 2. The IDIQ nature of the contract provides flexibility, enabling the Government to order an indefinite quantity of supplies during the contract period, within specified minimum and maximum limits. EPA addresses inflation risk for materials to the Offeror.

Individual requirements are fulfilled through the issuance of Delivery Orders, each of which will specify the exact quantity, scope, and schedule for the required supplies. Each Delivery Order placed under this contract will be awarded on a Fixed Price basis following the application of EPA for applicable periods, meaning the price is not subject to adjustment based on the Contractor's actual costs incurred in performing the work.

B.2 CONTRACT LINE-ITEM NUMBERS (CLINS)

All Contract Line-Item Numbers (CLINs) associated with this contract are clearly delineated and identified within the Standard Form (SF) 33, which serves as the primary contractual document for commercial acquisitions. The SF-33 provides a summary of the contract's essential terms and conditions, including the identification and description of each CLIN, which represents a distinct deliverable, or supply item to be provided under the contract.

In addition to their listing on the SF-33, the CLINs are further detailed in Section J, Attachment J-7 – "Pricing Schedule". The Pricing Schedule provides a comprehensive breakdown of each CLIN, including the associated unit prices, quantities (where applicable), and any relevant pricing or performance information. This attachment serves as the authoritative reference for all pricing matters under the contract, ensuring transparency and consistency in the application of prices to individual Delivery Orders.

The USCG forfeits the right to unilaterally order any follow-on production if the corresponding Long Lead Time Materials has not been ordered, unless agreed upon by the Contractor.

B.3 ORDERING PERIOD PRICE TABLES

The following tables show the CLIN structure for the first ordering period (year one) and each subsequent ordering period.

Ordering Period 1

CLIN	SUB-CLIN	Description	Unit	Qty	Unit Price	Total
0001	0001	Design and Engineering	EA	1		
0002	0002AA	Long Lead Time Materials	EA	4		
0002	0002AB	Production	EA	4		
0003	0003AA	TDS-1	EA	1		
0003	0003AB	TDS-2	EA	1		
0008	0008	Special Studies and Events	EA	1	$8,500,000	$8,500,000

Ordering Period 2

CLIN	SUB-CLIN	Description	Unit	Qty	Unit Price	Total
1002	1002AA	Long Lead Time Materials	EA	2		
1002	1002AB	Production	EA	1		
1003	1003AC	TDS-3	EA	1		
1004	1004	Crew Familiarization Training	EA	2		
1006	1006	Operational Test Support	EA	1		
1007	1007	Vessel Transport	EA	2		
1008	1008	Special Studies and Events	EA	1	$9,500,000	$9,500,000
1009	1009	Capital Expenditures	EA	1	Reserved	Reserved
1010	1010	Display Model	EA	2		

Ordering Period 3

CLIN	SUB-CLIN	Description	Unit	Qty	Unit Price	Total
2002	2002AA	Long Lead Time Materials	EA	1		
2002	2002AB	Production	EA	2		
2004	2004	Crew Familiarization Training	EA	2		
2007	2007	Vessel Transport	EA	2		

CLIN	SUB-CLIN	Description	Unit	Qty	Unit Price	Total
2008	2008	Special Studies and Events	EA	1	$8,500,000	$8,500,000

Ordering Period 4

CLIN	SUB-CLIN	Description	Unit	Qty	Unit Price	Total
3004	3004	Crew Familiarization Training	EA	2		
3005	3005AA	Propellers (Port & Starboard)	Set P&S	1		
3005	3005AB	Propeller Shafting	EA	1		
3005	3005AC	Main Propulsion Engine Set	EA	1		
3005	3005AD	Reduction Gear	EA	1		
3005	3005AE	Bow Thruster	EA	1		
3005	3005AF	Bow Thruster (vari freq drive)	EA	1		
3005	3005AG	Ship Service Generator Set	EA (Engine + Generator)	1		
3005	3005AH	Key Switchboards / Breakers	EA	1		
3005	3005AJ	Rudder Stock	EA	1		
3005	3005AK	Steering Gear Motor/Pump	EA	1		
3005	3005AL	AC plant	EA	1		
3005	3005AM	Articulating Crane	EA	1		
3005	3005AN	Hydraulic Power Unit	EA	1		
3005	3005AP	Buoy Deck Winch	EA	1		
3005	3005AQ	Major Maintenance Kits	EA	1		
3007	3007	Vessel Transport	EA	2		
3008	3008	Special Studies and Events	EA	1	$8,500,000	$8,500,000

Ordering Period 5

CLIN	SUB-CLIN	Description	Unit	Qty	Unit Price	Total
4004	4004	Crew Familiarization Training	EA	1		
4007	4007	Vessel Transport	EA	1		
4008	4008	Special Studies and Events	EA	1	$8,500,000	$8,500,000

B.4 CONTRACT MINIMUM GUARRANTY AND MAXIMUM CONTRACT CEILING

The minimum contract guarantee under this IDIQ contract is the procurement of Design and Engineering and four Homeland Security Cutter – Light Icebreakers (HSC-L) including the associated long lead time materials. This minimum guarantee represents the Government's binding commitment to the Contractor, thereby satisfying the legal requirement for consideration and ensuring the Contractor receives a baseline level of business under the contract.

The contract establishes five ordering periods of one year each, commencing from the official date of award. During these periods, the Government may issue Delivery Orders for additional HSC-L or related supplies, as defined by the contract's scope and within the established CLINs. Each ordering period is structured with annual pricing, as detailed in the Section J, Attachment J-7 – "Pricing Schedule".

While the minimum guarantee obligates the Government to purchase at least four HSC-L, any additional orders beyond this minimum quantity will be determined solely by the Government's operational requirements, funding availability, and mission priorities. The IDIQ contract structure provides the Government with maximum flexibility to respond to evolving needs without committing to quantities beyond the stated minimum. It is important to note that the Government bears no obligation to issue orders for any quantity greater than the minimum guarantee. Any further procurement will be at the Government's discretion, and the Contractor is not entitled to compensation for quantities not ordered.

Maximum contract ceiling for this contract is [will be inserted at time of award]. The ordering periods for this contract shall total five years, with each ordering period being one year in duration, from the date of contract award.

Orders for supplies and services within the scope of this contract may be issued by the Government at any time during the ordering period. Orders issued during the ordering period but not completed within that period shall be completed in accordance with the terms and conditions of this contract.

(End of Section B)

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RECORD OF CONTRACT CHANGES

Version	Date	Purpose
Orig	6/30/2026	Initial Release

C.1 [Orig] Background

(a) The U.S. Coast Guard maintains and operates icebreaking vessels to promote safe navigation and facilitate commerce in U.S. waters. These missions originate in Executive Order 7521 (21 Dec 1936), which directs the U.S. Coast Guard (USCG) to provide domestic icebreaking in ice-covered waterways to facilitate safe commercial navigation and prevent ice-related flooding. These missions prove critical to the Northeast region, where the economy depends on key shipping channels to maintain the transit of over 100 million tons of vital commodities annually.

The Homeland Security Cutter (HSC) program intends to develop a materiel solution to recapitalize the Coast Guard's light icebreaking capability in Northeast region. The current 65-ft WYTL class of light domestic icebreakers has exceeded 50 years of service. The fleet can no longer meet mission or regulatory demands. The HSC-Light Icebreaker (HSC-L) program plans to acquire seven new vessels to carry on the light icebreaker mission.

C.2 [Orig] General Statement of Work

(a) [Orig] The HSC-L Program intends to acquire seven HSC-L vessels collectively called HSC-L under this contract, which are to be fully operational and sustainable over a projected 30-year life cycle. This solicitation seeks a Shipbuilder to produce HSC-Ls that provide long term supportability and affordability while complying with USCG technical, procurement, and management requirements.

(b) [Orig] The HSC-L contract design is provided. The Contractor shall further develop this design product to be production-ready and construct, test, and deliver HSC-Ls to the USCG. The artifacts that comprise the contract design are provided in Section J.

(c) [Orig] The term "lead vessel" within the context of this contract refers to the first HSC-L produced under this contract at each build yard.

(d) [Orig] Reference document effectivity shall be in accordance with the Section J, Attachment J-1, "System Specification".

(e) [Orig] Equipment and Design Standardization. The following systems and equipment on HSC-Ls are standardized in support of operability and sustainability.

1. [Orig] The Scalable Integrated Navigation System - 2 (SINS-2).
2. [Orig] The Automatic Identification System - 2 (AIS-2).
3. [Orig] The supplier of the equipment and sensors with comprise SINS-2 and AIS is:

   Teledyne FLIR Maritime US Inc.
   110 Lowell Road, Hudson, NH 03051, USA
   603.324.7900
   Christoper Barber – Contract Delivery Manager
   Christopher.Barber@Teledyne.com
   +44 (0)7921 438186 (mobile)

4. [Orig] The Motorola APX-8500 Tactical Radio System.

5. [Orig] The Standard Horizon GX-6000 Class D Digital Selective Calling (DSC) radio system.

(f) [Orig] Supply Chain Risk Management. The Contractor shall implement supply chain assurance to reduce risk of counterfeit and non-conforming supplies and ensure resilience of the supply chain. The Contractor shall source critical components only from original manufacturers or authorized suppliers and maintain documentation of authenticity for such.

(g) [Orig] Provisional Acceptance. Provisional Acceptance will be conducted by USCG at the build yard following inspection and testing as defined in Section F, Provisional Acceptance.

(h) [Orig] Delivery and Final Acceptance. Delivery of each HSC-L by the Contractor and Final Acceptance of each HSC-L by the USCG comprise a single contract execution event which will occur at USCG Yard as specified in Section F clauses titled “Lead and Follow Vessels” and “Final Acceptance”.

(i) [Orig] USCG will conduct a Post-Shakedown Availability at the USCG Yard, Baltimore, MD. Off-hour time will be made available for Shipbuilder employees or representatives to correct trial cards and provide warranty repairs.

C.2.1 [Orig] American Bureau of Shipping (ABS) Communications

(a) [Orig] The Contractor shall authorize direct communication between the Coast Guard and ABS for compliance, progress, and reporting. Any communication with ABS by either the shipbuilder or the Coast Guard shall be shared by all parties.

C.2.2 [Orig] Contract Award and Communications

(a) [Orig] The Coast Guard will provide an Integrated Data Environment (IDE) for exchange, storage, and management of Government-furnished technical data, contract deliverables, and official contract correspondence.

(b) [Orig] All official contract execution correspondence shall be accomplished via the IDE. The Contractor shall obtain an appropriate number of Common Access Cards (CAC) or public key infrastructure (PKI) tokens as per the procedures in Section I clause titled “Facility and Computer Access” to execute official contract correspondence in the IDE. The Contractor shall limit dissemination to authorized personnel and subcontractors with a need-to-know. Redistribution outside approved channels requires Government approval.

(c) [Orig] Contract data deliverables shall be submitted via the IDE unless otherwise annotated in the Data Item.

(d) [Orig] The Effective Date of Contract Award (EDCA) is established in the SF33.

(e) [Orig] If the IDE is inaccessible, deliverables shall be submitted by email on or before their contractual due dates to the USCG Contracting Officer at the address specified in Section F clause titled “Deliverables”.

C.2.3 [Orig] Design and Engineering (CLIN -0001)

(a) [Orig] The Contractor shall develop the production-ready design of the lead vessel HSC-L from the USCG Contract Design through Preliminary Design Review (PDR), Critical Design Review (CDR), and Production Readiness Review (PRR). Design and Engineering also includes:

- Systems interface and integration;

- Production design and preparations through completion of final transitional designs;
- Human systems integration; and
- Mockups.

(b) [Orig] The Contractor shall execute technical reviews in accordance with Attachment J-2, "Design and Readiness Review Requirements and Criteria".

(c) [Orig] The Contractor shall prepare and deliver design data in accordance with Attachment J-4, "Contract Data Requirements List".

(d) [Orig] All data deliveries and milestones during design will align with the Section F clause titled "Deliverables" and Attachment J-4, "Contract Data Requirements List". The Date of Contract Award shall be the baseline start date for contract execution unless otherwise specified by the Contracting Officer.

(e) [Orig] The Contractor shall not, without the express written permission from the COR, use, modify, reproduce, release, or display Government-provided technical data for commercial purposes. The information shall not be disclosed, other than to subcontractors or suppliers or prospective subcontractors or suppliers who require the data to respond to the requirements of this contract. The technical information shall not be released or disclosed to any foreign governments, foreign contactors, or international organizations. If shared or disclosed, in whole or any part, with a subcontractor, supplier, or prospective contractor or prospective supplier, the Contractor shall include this or similar language stating the conditions of the technical information prior to sharing.

C.2.4 [Orig] Long Lead Time Materials (SLIN -0002AA)

(a) [Orig] Long Lead Time Materials are products, equipment, or systems that have a delivery time that can impact production if not ordered prior to initiation of production. It includes components that an early commitment of funds will support on-time delivery of the HSC-L. Items that have high cost or long delivery times may be included as LLTM. General guidance is items 1) over $5,000 per item, or 2) lead times exceeding 90 days may be identified as LLTM.

(b) [Orig] The Contractor shall identify and provide a list of all Long Lead-Time Materials (LLTM). The list shall include the source of supply, approximate cost, unit of issue, quantity required, extended cost, a short material description, and rationale for inclusion as LLTM (cost or lead time).

(c) [Orig] LLTM orders for the lead vessel HSC-L in Ordering Period 1 shall not be issued until after successful completion of Preliminary Design Review (PDR) and when authorized by the Contracting Officer. USCG acceptance of LLTM is concurrent with vessel delivery.

(d) [Orig] All responsibility for performance, timeliness, and quality of LLTM other than directed standardized equipment remains with the Contractor. The Contractor shall maintain the condition of LLTM through proper storage and care.

(e) [Orig] LLTM for each order placed in Ordering Period 2 or later is subject to Economic Price Adjustment for materiel costs as itemized per the procedure in Section H clause titled "Economic Price Adjustment - Material".

C.2.5 [Orig] Production of Lead Vessel (SLIN -0002AB)

(a) [Orig] Initiation of production is predicated upon successful completion of the Critical Design Review (CDR) and a Production Readiness Review (PRR), in addition to Contracting Officer direction.

(b) [Orig] The Contractor shall construct the lead HSC-L in accordance with the production design developed by the Contractor.

(c) [Orig] The lead vessel shall be built, tested and verified to meet the requirements of the Section J, Attachment J-1, "System Specification". Any requirement not in compliance shall nonetheless be satisfied by the Contractor unless specifically stated in the contract to be the responsibility of the USCG.

(d) [Orig] The Contractor shall be responsible for procurement, installation, integration and testing of all Contractor Furnished Equipment (CFE) including software.

(e) [Orig] The lists of Government Furnished Information, which the USCG will furnish, are included in Section J-1K, "Government Furnished Information".

(f) [Orig] The Contractor shall provide 6 months of OEM system stock and deliver them as specified in Section F clause titled "System Stock, Consumables, Training Material, and Other Associated Items".

(g) [Orig] The Contractor shall provide depot level maintenance special tools for each HSC-L and deliver them as specified in Section F clause titled "System Stock, Consumables, Training Material, and Other Associated Items".

(h) [Orig] The Contractor shall procure and install the Outfitting items in Attachment J-1L.

(i) [Orig] The Contractor shall prepare and integrate all plans and schedules required for design, testing and construction of the lead vessel HSC-L at each build yard **[CDRL 040-002 IMS]**.

(j) [Orig] The Contractor shall be responsible for project management, subcontractor management, technical direction, coordination and administrative work to ensure that contractual requirements are accomplished.

(k) [Orig] The Contractor shall conduct required verification, testing, and trials through delivery.

(l) [Orig] The Contractor shall deliver each HSC-L complete in all respects, including documentation and certifications, with discrepancies corrected.

(m) [Orig] The Contractor shall prepare and deliver data in accordance with Attachment, J-4, "Contract Data Requirements List."

(n) [Orig] The Contractor shall provide a Warranty in accordance with the period of performance defined in Section H clause titled "Warranty" and requirements detailed in Section F clause titled "Final Acceptance".

(o) [Orig] The Contractor shall provide 200 hours of shipbuilder subject matter expert (SME) time to educate and inform USCG and training contractors to the analysis, design, development and implementation of Coast Guard training and review related materials. Further shipbuilder

SMEs may be asked to verify the design and development of training materials for validation of content.

C.2.6 [Orig] Follow Vessel Production (SLIN -0002AB)

(a) [Orig] The USCG plans to order for production each follow-vessel listed in Section B.

(b) [Orig] Each follow HSC-L ordered in Ordering Period 2 or later is subject to Economic Price Adjustment for material costs as itemized per the procedure in Section H clause titled "Economic Price Adjustment - Material".

(c) The Contractor shall initiate production of follow vessels following authorization by the Contracting Officer.

(d) [Orig] Each requirement stated for the HSC-L lead vessel in paragraphs C.2.6(a) through C.2.6(o) shall also apply to each follow-HSC-L.

C.2.7 [Orig] Technical Data Submissions (CLIN -0003)

(a) [Orig] The Contractor shall deliver Data Rights as listed in Section J, Attachment J-9B, "Technical Data Rights Tables".

C.2.7.1 [Orig] Technical Data Submissions 1-3 (SLINs -0003AA, -0003AB, -0003AC)

(a) [Orig] The Contractor shall deliver Technical Data Rights as listed in Section J, Attachment J-9B Technical Data Rights Tables as ordered by the USCG.

(b) [Orig] Orders will be placed in accordance with the clause in Section H clause titled "Orders (Fixed Price)" and at the prices provided by the Contractor in Section J, Attachment J-7 "Pricing Schedule".

(c) [Orig] SLIN -0003AA includes the developmental configuration baseline (DCB), 3D technical data package (TDP) of DCB, master equipment configuration list (MECL), OEM manuals, firmware support manual, and calculations.

(d) [Orig] SLIN -0003AB includes preliminary-Product Configuration Baseline (p-PCB), 3D TDP of p-PCB.

(e) [Orig] SLIN -1003AC includes 3D TDP and 2D Product Drawings in CG format.

C.2.8 [Orig] Crew Familiarization Training (CLIN -0004)

(a) [Orig] The Contractor shall provide crew familiarization (FAM) to USCG personnel for each HSC-L delivered.

(b) [Orig] The Contractor shall provide five days of crew familiarization (FAM) within three days of the vessel being delivered unless otherwise arranged between the Contractor and USCG.

1. [Orig] The FAM shall be designed so that the crew will be able to operate all controls, navigation, and communication equipment to safely pilot the vessel.

2. [Orig] The FAM shall concentrate on the safe use of the vessel, basic operation of all vessel controls and equipment, and maintenance.

3. [Orig] The FAM shall be provided at the Final Acceptance location.

4. [Orig] The prescribed time for FAM shall cover both operator and maintainer FAM requirements. Operators and maintainers shall receive FAM during each session. Operator and

maintainer FAM sessions may be run concurrently for time efficiency. The FAM may include classroom sessions in addition to actual operation of the vessel.

5. [Orig] FAM shall be performance-based and shall be conducted using operational equipment installed onboard the delivered vessel.

6. [Orig] FAM training instructors shall provide step-by-step demonstrations of system/equipment operation and maintenance that shall be immediately followed by a time during which students reenact and perform the identical sequence of tasks.

7. [Orig] Operator and Maintainer FAM shall address all topics included in the Boat Information Book (BIB) and OEM manuals (as applicable). The BIB and OEM manuals shall be used as a FAM aid.

(c) [Orig] At a minimum, operator FAM shall include:

1. [Orig] Basic operation of all vessel systems, sub-systems, equipment, operational characteristics, and parameters such as basic construction features, draft, turn radius, stopping distance, maximum sea states, and maximum safe speeds.

2. [Orig] Controls for vessel handling, deck equipment, engines, electronics, fuel, bilge, fendering, and propulsion.

3. [Orig] Start-up and shut-down procedures.

4. [Orig] Warnings.

5. [Orig] Casualty control and emergency procedure for each action in the BIB and OEM manuals.

6. [Orig] Safe operation of the crane to include the lifting and transfer of weight equivalent to a standard operational load.

7. [Orig] Safe piloting, to include navigating at speed, holding station, and slow speed maneuvering alongside a pier or ship.

8. [Orig] Eight hours underway with the USCG operating the vessel under Contractor supervision.

(d) [Orig] Maintainer FAM shall cover organizational preventative and corrective maintenance for the following systems: propulsion, engines, electrical, electronics, steering, and hotel systems. The Contractor shall demonstrate the use of all special tools provided.

(e) [Orig] The Contractor shall provide a curriculum package that includes, at a minimum, an agenda listing the topics and approximate time devoted to each and a copy of all materials used for FAM **[CDRL 089-001 FAM Curric Pkg]**.

C.2.9 [Orig] Deep Insurance Spares (CLIN -0005)

(a) [Orig] The Contractor shall provide Deep Insurance Spares as detailed in Attachment J-7 “Pricing Schedule”.

(b) [Orig] The USCG reserves the right to order additional Deep Insurance Spares in Attachment J-7 “Pricing Schedule” as either Deep Insurance Spares or Training Aids at the unit prices provided by the Contractor. Deep Insurance Spares and Training Aids shall be delivered as required by Section F clause titled “Deep Insurance Spares”.

C.2.10 [Orig] Operational Test Support (CLIN -0006)

(a) [Orig] Operational Test Support as described in paragraphs C.3.080.6, C.3.092, C.3.097 shall be provided for the lead vessel at each build yard.

C.2.11 [Orig] Vessel Transport (CLIN -0007)

(a) [Orig] Each HSC-L ordered shall be prepared for sea and delivered by a qualified master and crew as required in Section F – "Lead and Follow Vessels".

(b) [Orig] Up to three USCG crew will accompany the HSC-L in transit to the delivery location.

(c) [Orig] The USCG will perform an underwater body inspection at the Final Acceptance location.

C.2.12 [Orig] Special Studies and Events (CLIN -0008)

(a) [Orig] If ordered, the Contractor shall conduct special studies, procurements, analyses, or events in support of this contract.

(b) [Orig] The Contractor shall provide engineering services in support of the vessel(s) to accomplish, in a timely manner, activities including but not limited to design activities in support of fielding the HSC-Ls as well as corrections for minor repairs and deficiencies that are deemed to be the USCG's responsibility. Requirements under this CLIN might include, but are not limited to, logistical support during USCG operational testing, design of homeport specific brows, outfitting items not included in the Specification, and the development of various engineering products/drawings. The requirements associated with this CLIN are over and above those specified in other contract CLINs.

(c) [Orig] The Contractor shall study USCG-initiated ECRs and USCG-approved ECPs for Contractor-proposed change orders to the design under CLIN -0008.

1. [Orig] Change orders can only be implemented after the change order has been authorized by the Contracting Officer via a contract modification.

2. [Orig] The pricing impact associated with other CLINs under this Contract shall be incorporated into the Pricing Table at the time of the bi-lateral contract modification, with each Pricing Table being labeled to correspond with the modification number and executed in accordance with Section H.18 Engineering and Non-Engineering Changes. The Pricing Table shall reflect submitted and approved Design and Engineering Change costs for CLIN -0002 in addition to costs of production CLINs affected by changes on both an individual and cumulative scale, including any extended overhead.

3. [Orig] [Reserved]

4. [Orig] Costs other than those allocated under CLIN -0008 will be incorporated into Attachment J-7 – "Pricing Schedule" of the Contract prior to commencement of production.

(d) [Orig] The steps below outline the general procedures for the Engineering Change Proposal (ECP) approval process for each change order.

1. [Orig] Both the Contractor and USCG can propose change orders.

2. [Orig] For the USCG proposed change orders, the USCG will provide an Engineering Change Request (ECR) to the Contractor. The ECR is a request for change that is reviewed and approved by the USCG-led Configuration Control Board to proceed to the ECP process. The USCG will reimburse all Contractor costs incurred for ECR evaluation and incidental ECP preparation and submittal under Contracting Officer orders governed by Clause G-4.

3. [Orig] For Contractor proposed change orders, an ECP can be generated by the Contractor without a preceding ECR. Costs incurred by Contractor ECPs rejected by the Government will not be reimbursed.

4. [Orig] The Contractor shall submit an ECP to the USCG. **[CDRL 041-003 ECP]**

5. [Orig] For acceptable ECPs, the Government will enter negotiations with the Contractor to align on scope, non-recurring costs, recurring costs and incidental impacts to design and production CLIN pricing.

6. [Orig] After an ECP has been accepted by the USCG, the USCG will issue a bi-lateral modification to update language within the contract and attachments, as necessary.

7. [Orig] Once modification is issued, the Contractor shall proceed immediately in accordance with the scope of the modification.

8. [Orig] Invoicing shall adhere to requirements set forth in the Section H clause titled “Orders (Fixed Price)”.

(e) [Orig] The Contractor shall provide Interim Contractor Logistics Support (ICLS) as defined in Section 3.080.5.

(f) [Orig] Orders under this CLIN will be placed by a Coast Guard approved Technical Instruction (TI). Prior to the placement of an order, the Contractor shall submit, as requested, a draft TI for approval by the Coast Guard detailing the specific effort to be accomplished, the period of performance covered by the TI, the cost proposal for the work, and the list of deliverables that will be submitted.

(g) [Orig] Travel billed in association with these activities will be billed in accordance with Joint Federal Travel Regulations and be approved at least three business days in advance by the COR.

(h) [Orig] Events may include a keel laying, christening ceremony, and other as directed by Contracting Officer. If directed, the Contractor shall provide all necessary logistical support, including but not limited to invitations, shipyard venue preparation, event staffing, security, audio/visual equipment, seating, and signage.

(i) [Orig] The Contractor shall procure outfitting items not captured in Attachment J-1L at the direction of the Contracting Officer.

C.2.13 [Orig] Capital Expenditures (CLIN -0009)

(a) [Orig] The Contractor shall implement facility improvements or process improvement projects to provide cost savings, quality improvements, or schedule efficiencies to the USCG for HSC-L construction or other Coast Guard programs.

(b) [Orig] Orders under this CLIN will be placed by a Coast Guard approved Technical Instruction (TI) in accordance with the Section H clause titled "Orders (Fixed Price)" and Section H clause titled "Capital Expenditures (CAPEX)."

C.2.14 [Orig] Display Model (CLIN -0010)

(a) [Orig] Display Models. The Contractor shall produce a 1:20 scale display model. The hull, deck arrangement, pilothouse, and all components of the models shall conform accurately to the scaled dimensions of the HSC-L. The model shall be constructed and finished using durable materials that are resistant to humid conditions.

1. [Orig] The model shall be of sufficient detail to accurately reflect the HSC-L including:

- [Orig] Realistic colors and finishes.
- [Orig] A hull outfitted accurately, e.g., fendering, propeller, shafting.
- [Orig] Deckhouse, exterior equipment, and furnishings including: operator's console, seating, deck lockers, cranes, masts, hatches, vents, mooring fittings, tow bitt(s), handrails, non-skid, antennas, lights, outfit including life rings, distress marker lights, lift fittings and boat hooks, and anchor if stored in a visible location.
- [Orig] Transparent pilothouse windows, allowing visibility to a fully outfitted pilothouse.
- [Orig] The model shall include USCG markings, including the "U.S. Coast Guard", and hull number. The hull number shall be identical to the lead HSC-L.

2. [Orig] A base shall be provided with port and starboard brass plaques that identify the models and the "US Coast Guard Homeland Security Cutter-Light Icebreaker (HSC-L)" and give the basic dimensions of the HSC-L and the manufacturer's name.

3. [Orig] The model shall be set on an oak base with a "honey" finish, enclosed in a safety plate glass case on a display table with wheels. The oak display table shall be 30 inches (0.76m) high with a width and depth appropriate to contain the model.

5. [Orig] The model, case, and table shall be provided with a crate suitable for shipping. Delivery location is specified in Section F clause titled "Display Models".

C.3 [Orig] Specific Statements of Work

(a) [Orig] The following subparagraph numbering corresponds to the Ship Work Breakdown Structure established by the National Shipbuilding Research Program.

C.3.040 [Orig] Program Management

C.3.040.1 [Orig] General

C.3.040.1.1 [Orig] This Statement of Work (SOW) and the associated Specification establish requirements for the design, fabrication, construction, testing, delivery, logistical support, and technical documentation for the HSC-L.

C.3.040.1.2 [Orig] The Contractor shall manage the entire work effort, including subcontractor effort(s), to develop the contract design into a production ready design, fabricate, construct, test, deliver, and support the HSC-L. This shall include ensuring that each HSC-L, logistics, and technical documentation meet the requirements of the SOW and the Specification. The Contractor shall have adequate capacity, facilities, and infrastructure necessary to effectively

and efficiently produce, launch, and moor the HSC-L vessels. The Contractor shall have the capability to properly maintain and store necessary supplies and items. The requirements of the SOW and Specification apply to each HSC-L, unless otherwise indicated.

C.3.040.1.2.1 [Orig] The Contractor shall monitor risk throughout design and production activities through an active risk management process, including the monitoring of cumulative changes during the course of design development and production and their impacts to achieving vessel performance requirements.

C.3.040.1.3 Reserved

C.3.040.2 [Orig] Meetings

C.3.040.2.1 [Orig] General: The Contractor shall host meetings or be present at USCG meetings as required throughout the contract. For all meetings, the Contractor shall have remote attendance capability (Microsoft Teams) and provide agendas and meeting minutes unless stated otherwise in the SOW.

C.3.040.2.2 [Orig] Meetings: The Contractor, Contracting Officer, or COR may request in-person and/or remote meetings to be hosted at the Contractor's facility or at an alternate location as agreed to by both parties and shall have a video conference for additional off-site USCG representation unless otherwise agreed to by both parties. Meetings shall be requested by providing the Contractor or Contracting Officer/COR notice 30 calendar days in advance or as agreed to by the Contracting Officer.

C.3.040.2.2.1 [Orig] Identified Formal Meetings, Conferences, and Reviews. **[CDRL 040-001 MPAI]**

C.3.040.2.2.2 [Orig] Post Award Conference

C.3.040.2.2.2.1 [Orig] The Post Award Conference is a joint effort and serves as a kick-off meeting for the contract. It will include a review of the program plan, deliverables, warranty terms and conditions, logistics and supply support, production planning, and any questions, concerns, or clarifications the Contractor requests with the Design Artifacts, the Specification, or Statement of Work.

C.3.040.2.2.2.2 [Orig] The conference shall be no more than 5 days in duration, hosted by the Contractor, include sufficient space up to 50 USCG personnel in addition to contractor personnel, and be scheduled to occur within 30 days after contract award at a location agreed upon by both parties.

C.3.040.2.2.3 [Orig] Program Management Reviews (PMR)

C.3.040.2.2.3.1 [Orig] The Contractor shall conduct PMRs at its facility quarterly, beginning no later than three months after award unless approved by the Contracting Officer. The Contractor shall attend each PMR with the appropriate personnel to address issues raised from the agenda items.

C.3.040.2.2.3.2 [Orig] Each PMR shall address the planned efforts for vessel design, vessel construction, testing, logistics support, human systems integration, management processes, life cycle support, risk management, long lead time material, subcontractor management, procurement schedules, critical material schedules, and shall include identification and resolution of technical and management issues affecting schedules, cost, and performance

and program risk. Each PMR shall also provide an update regarding the exact count of active employees by trade within the shipyard, planned hiring activities to maintain and achieve required staffing, and other risks, opportunities, and concerns.

C.3.040.2.2.3.3 [Orig] Each PMR shall include splinter sessions to address issues on the agenda. The Contractor shall coordinate schedules with the USCG to run sessions using multiple rooms at the same facility in parallel to address every applicable splinter session topic in a timely fashion.

C.3.040.2.2.4 [Orig] The Contractor shall host at its facility, on mutually agreeable timelines, up to 30 Government personnel and the required Contractor personnel, the following reviews defined in C3.068.3:

C.3.040.2.2.4.1 [Orig] Preliminary Design Review

C.3.040.2.2.4.2 [Orig] Mockup Review

C.3.040.2.2.4.3 [Orig] Critical Design Review

C.3.040.2.2.4.4 [Orig] Production Readiness Review

C.3.040.2.2.4.5 [Orig] Test Readiness Review

C.3.040.2.2.4.6 [Orig] Post-OT&E Design Review

C.3.040.3 [Orig] Data Exchange

C.3.040.3.1 [Orig] All data, drawings, and/or information submitted by the Contractor to the USCG shall be in accordance with section C.2.2, unless otherwise stated in the SOW, Specification, or CDRL to require hard copies to the USCG.

C.3.040.4 [Orig] Integrated Master Schedule (IMS) **[CDRL 040-002 IMS]**

C.3.040.4.1 [Orig] The Contractor shall develop, maintain, and provide an event-driven Integrated Master Schedule (IMS) to capture ongoing and planned activities, updated at least monthly. The IMS shall show critical development milestone events and accomplishments for the Contractor and major subcontractors through the end of the contract performance period.

C.3.040.4.2 [Orig] The IMS shall also show all of the following events and milestones:

C.3.040.4.2.1 [Orig] Vessel Deliveries

C.3.040.4.2.2 [Orig] Deliverables (e.g., CDRL, data) submission schedule

C.3.040.4.2.3 [Orig] Meetings (e.g., design reviews) and program reviews

C.3.040.4.2.4 [Orig] Schedule of required dates for materials

C.3.040.4.2.5 [Orig] Major milestones and events (e.g., test and evaluation activities)

C.3.040.4.2.6 [Orig] Configuration Baselines

C.3.040.4.2.7 [Orig] Long-Lead Time Materials order date, as required

C.3.040.4.2.8 [Orig] The IMS shall reflect the baseline start/finish dates as well as the actual start/finish dates of all activities.

C.3.040.5 [Orig] The Contractor shall include a schedule and host schedule reviews at each PMR and design review, each new production order, and for an order or contract change that

alters the rate or schedule of production to review the current delivery order timelines and deliverables.

C.3.041 [Orig] Configuration Management

C.3.041.1 [Orig] General

C.3.041.1.1 [Orig] The Contractor shall be responsible for developing, documenting, and managing configuration of all vessels.

C.3.041.1.2 [Orig] The Contractor shall establish unique identifiers for each developed and furnished document, physical hardware/equipment, and software. The unique identifier shall be used consistently between CDRLs.

C.3.041.2 [Orig] Configuration Status Accounting (CSA) **[CDRL 041-001 CSA]**

C.3.041.2.1 [Orig] The Contractor shall provide Configuration Status Accounting (CSA) as a means of creating a process to maintain and organize the knowledge base necessary to perform Configuration Management (CM).

C.3.041.2.2 [Orig] The Contractor is responsible for CSA through the establishment of the Product Configuration Baseline (PCB). After the establishment of the PCB, the responsibility for CSA and management of the PCB will be transferred to the USCG.

C.3.041.2.3 [Orig] CSA activities shall meet Section 7 of MIL-HDBK-61B (Attachment J-11) and the CSA program shall address the tasks identified in Figure 8 of MIL-HDBK-61B (Attachment J-11). The CSA system shall be accessible, viewable, and maintainable by the USCG through a standard USCG workstation.

C.3.041.3 [Orig] Configuration Baseline Definitions

C.3.041.3.1 [Orig] General: A configuration baseline is a fixed reference configuration established by defining and recording the approved configuration documentation for a system or CI at a milestone event or specified time.

C.3.041.3.2 [Orig] Functional Configuration Baseline (FCB)

C.3.041.3.2.1 [Orig] The Functional Configuration Baseline (FCB) consists of the vessel's technical, mission, operational and functional requirements, interoperability and interface characteristics, and design constraints as contained in the Contract Design Artifacts and Specification at contract award, including those items or capabilities that the Contractor offered and were incorporated into the contract.

C.3.041.3.2.2 [Orig] USCG will provide the Contractor with the FCB in the form of the Specification and HSC-L Contract Design artifacts at the Post Award Conference.

C.3.041.3.3 [Orig] The Allocated Configuration Baseline (ACB)

C.3.041.3.3.1 [Orig] The Allocated Configuration Baseline (ACB) is the Contractor's design at PDR that formally breaks down the FCB into a plan to convert the Contract Design Artifacts and Specification into a "design to" baseline. The ACB ensures the Contractor understands the FCB and how the Contractor will mature the design, present a preliminary list of long lead time materials or equipment, and a plan on how the HSC-L will be produced at the Contractor's facility.

C.3.041.3.4 [Orig] The Developmental Configuration Baseline (DCB)

C.3.041.3.4.1 [Orig] The Developmental Configuration Baseline (DCB) represents the USCG-accepted "build to" configuration of the first vessel. The DCB is the Contractor's responsibility and shall be established at the Critical Design Review (CDR).

C.3.041.3.5 [Orig] Preliminary Product Configuration Baseline (p-PCB)

C.3.041.3.5.1 [Orig] The preliminary Product Configuration Baseline (p-PCB) represents all approved and released drawings and reports for construction including how the Contractor's facility supports the construction of the HSC-L. The p-PCB is established at the Production Readiness Review (PRR). The p-PCB is the Contractor's responsibility. The technical data shall include Contractor-formatted preliminary 3D model (in both native and STEP format)

C.3.041.3.6 [Orig] Product Configuration Baseline (PCB)

C.3.041.3.6.1 [Orig] The Product Configuration Baseline (PCB) is established upon adjudication of the Physical Configuration Audit (PCA). The PCB consists of the complete technical data package as required in SOW Section C.3.085. The USCG will notify the Contractor once the PCB has been established.

C.3.041.3.6.2 [Orig] Once the PCB is established, configuration is under USCG control. The Contractor shall not change or modify the configuration on any vessel in production or any vessel already in service without approval from the USCG. This includes changes or modifications during the completion of warranty work.

C.3.041.4 [Orig] Physical Configuration Audit (PCA)

C.3.041.4.1 [Orig] The Contractor shall support a PCA of a vessel designated by the Contracting Officer. The first PCA shall be at the Contractor's facility, any additional PCA's will be post-delivery at the delivery location.

C.3.041.4.2 [Orig] The Contractor shall make provisions for and support this effort, which is expected to last two calendar weeks. The Contractor shall assist the USCG in preparing for and conducting a PCA. The Contractor shall provide access to the vessel, a list of drawings, documents, parts lists, change notices, software and other related documentation as necessary to completely define the configuration of the system based on the PCB, and provide HSC-L subject matter expert personnel. Exact version and revision numbers shall be included for each list item. The as-built configuration shall be compared to this documentation.

C.3.041.4.3 [Orig] Any discrepancies between the physical vessel and the product drawings will be documented in a USCG-generated PCA report. After receipt of the USCG generated PCA report, the Contractor shall complete via the Physical Configuration Audit Resolution Report **[CDRL 041-002 PCAR]**.

C.3.041.5 [Orig] Configuration Control

C.3.041.5.1 [Orig] Engineering Change Proposal (ECP) - The Contractor can propose changes to the contract requirements, address obsolescence, or to the design by submitting a DD Form 1692 supplied as Government Furnished Information (GFI). Engineering Change Proposals (ECPs) shall be in accordance with C.2.13.

C.3.041.5.2 [Orig] Request for Variance (RFV) - The Contractor may propose variance from a particular requirement of an item's configuration baseline documentation for a specific hull or number of hulls, or for a specific period, by submitting a Request for Variance (RFV) **[CDRL**

041-004 RFV]. An RFV differs from an engineering change because it does not require a change to the configuration baseline document but merely documents the authority for the specified hulls and their configuration documentation to differ from the baseline document. A DD Form 1694 supplied as Government Furnished Information (GFI) may be used. The USCG will review RFVs. Upon acceptance in the form of a contract change, the Contracting Officer will authorize the Contractor to implement the RFV.

C.3.041.5.3 [Orig] Software Development

C.3.041.5.3.1 [Orig] The Contractor shall develop the following CDRLs for custom or modified OEM software developed for the HSC-L program.

C.3.041.5.3.1.1 [Orig] Interface Design Description (IDD). **[CDRL 402-001 IDD]**

C.3.041.5.3.1.2 [Orig] System/Subsystem Design Description (SSDD). **[CDRL 402-002 SSDD]**

C.3.045 [Orig] Care of Vessel During Construction

C.3.045.1 [Orig] General

C.3.045.1.1 [Orig] The vessel shall be maintained in a clean condition to prevent deterioration or contamination of equipment, machinery, and materials. This shall include routine cleaning and prevention of buildup of condensation that may subject the vessel to damage.

C.3.045.1.2 [Orig] Equipment, prefabricated parts, and all other sensitive items for the vessel shall be stored by the Contractor, keeping them clean and protected from the environment and vermin, in enclosed climate-controlled facilities.

C.3.045.1.3 [Orig] The Contractor shall store construction materials (e.g., steel plating, piping) for the vessel, keeping them clean and protected from the environment and vermin, in enclosed facilities.

C.3.045.1.4 [Orig] Preservatives or protective covers applied by OEM shall be left intact (or replaced if deteriorated, damaged, or removed) until installation of the machinery or equipment on the vessel. If removal of the preservative or protective cover is necessary for testing the machinery or equipment prior to installation, the Contractor shall preserve and protect the machinery or equipment, in accordance with the OEM's instructions, until installed.

C.3.045.1.5 [Orig] Preservatives or protective covers on working parts shall be thoroughly removed prior to operation of machinery or equipment.

C.3.045.2 [Orig] Physical Protection

C.3.045.2.1 [Orig] The Contractor shall provide physical protection and access control for the vessel and its associated components until acceptance by the USCG.

C.3.045.3 [Orig] Protection of Machinery, Equipment, and Material

C.3.045.3.1 [Orig] The Contractor shall be responsible for the care of all machinery and equipment, whether furnished by the Contractor or by the USCG. A thorough cleaning shall be performed on any equipment, prior to energizing, which may have been subjected to foreign-matter intrusion.

C.3.045.3.2 [Orig] The Contractor shall ensure that all machinery, equipment, and materials are protected during hull blasting evolutions to prevent contamination or unintended damage.

C.3.045.4 [Orig] Protection During Construction and Trials

C.3.045.4.1 [Orig] All parts of the vessel shall be maintained in an undamaged condition during the entire period the vessel is in the Contractor's possession. The Contractor shall act as necessary to prevent abnormal wear and damage to the vessel and to prevent corrosion or other environmental deterioration during construction, testing, trials, and delivery.

C.3.045.4.2 [Orig] While the vessel is in the Contractor's possession, the Contractor is responsible for safeguarding the vessel and equipment from damage due to wind, fire, freezing, high temperature, water, and UV exposure.

C.3.045.4.3 [Orig] Temporary covers shall be provided and used during construction to:

C.3.045.4.3.1 [Orig] Protect flooring, machinery, and other equipment requiring protection that is installed aboard the vessel.

C.3.045.4.3.2 [Orig] Protect equipment requiring protection from the weather as recommended by the manufacturer.

C.3.045.4.3.3 [Orig] Cover over openings in the vessel to protect the interior against damage due to weather.

C.3.045.4.4 [Orig] The Contractor shall use fireproof or fire-resistant covers to prevent damage or possible ignition of equipment or materials due to falling sparks or other potential sources of fire.

C.3.045.4.5 [Orig] During the construction process the Contractor shall protect the vessel from damage due to components containing mercury (e.g., fluorescent lights, thermostats, electrical test equipment).

C.3.045.4.6 [Orig] Inspect the hull and propellers for marine growth and cathodic protection for degradation. Clean the hull and propellers of marine growth and renew any degraded cathodic protection no more than 30 days prior to acceptance by the USCG.

C.3.045.4.7 [Orig] If the vessel is grounded or involved in a collision or allision, the Contractor shall:

C.3.045.4.7.1 [Orig] Immediately notify the Contracting Officer of the incident;

C.3.045.4.7.2 [Orig] Haul the vessel from the water and block on shore for inspection, unless otherwise agreed to by the Contracting Officer; and

C.3.045.4.7.3 [Orig] After an inspection, submit an incident report, detailing the incident and any damage found (including pictures).

C.3.045.5 [Orig] Launching, Docking, and Undocking

C.3.045.5.1 [Orig] The Contractor shall properly launch the vessel. The Contractor shall be responsible for the safe launching of the vessel and its condition of stability when waterborne.

C.3.045.5.2 [Orig] Should there be any evidence that the vessel has been damaged during launching, the Contractor shall immediately have the vessel hauled from the water and blocked on shore for inspection, unless otherwise agreed to by the Contracting Officer and/or COR.

C.3.045.6 [Orig] The Contractor shall provide continuous cathodic protection while the vessel is waterborne.

C.3.045.7 [Orig] The Contractor shall a docking plan and drawing and notify the Contracting Officer 45 days prior to vessel launch. **[CDRL 100-005 DP&D]**

C.3.068 [Orig] Integration and Engineering

C.3.068.1 [Orig] General

C.3.068.1.1 [Orig] The Contractor shall provide processes for managing and implementing the engineering effort and requirements management, to ensure through design, development, integration, test, production, training and support activities, that the vessel and crew form an integrated system that meets the Contract requirements.

C.3.068.1.2 [Orig] The Contractor shall identify when Long-Lead Time Material (LLTM) will need to be ordered by the Contractor to support construction of the first vessel in accordance with the Contractor's Integrated Master Schedule.

C.3.068.1.3 [Orig] The Contractor shall use Easy Power software to model electrical systems where required.

C.3.068.1.4 [Orig] The Contractor shall use Pipe-Flo software to model piping systems where required.

C.3.068.1.5 [Orig] The Contractor shall provide files for 3D model reviews where required.

C.3.068.2 [Orig] [Reserved]

C.3.068.3 [Orig] Design Reviews

C.3.068.3.1 [Orig] General

C.3.068.3.1.1 [Orig] A series of Design Reviews shall be held by the Contractor to demonstrate the technical documentation for contract compliance and requirements traceability.

C.3.068.3.1.2 [Orig] Design Reviews shall include the Preliminary Design Review (PDR), Critical Design Review (CDR), Production Readiness Review (PRR), Test Readiness Review (TRR), and Mockup Reviews. Reviews may be combined. The Post-Operational Test Design Review (Post-OTDR) is a Design Review but occurs after Operational Testing.

C.3.068.3.1.3 [Orig] Design Reviews shall be held in person at the Contractor's facility or at an alternate location as agreed to by both parties and shall have a video teleconference for additional off-site USCG representation unless otherwise agreed to by both parties.

C.3.068.3.1.4 [Orig] The Contractor shall report on weight and centers of gravity trends, margins, and limits at each Design Review.

C.3.068.3.2 [Orig] Preliminary Design Review (PDR)

C.3.068.3.2.1 [Orig] The Preliminary Design Review (PDR) shall be conducted when the Contractor has the plan, processes, and systems in place to enable detail design. The PDR shall be the first design review.

C.3.068.3.3 [Orig] [Reserved]

C.3.068.3.4 [Orig] Critical Design Review (CDR)

C.3.068.3.4.1 [Orig] The Critical Design Review (CDR) shall encompass a comprehensive review of the entire vessel design as intended for construction and shall establish the Developmental Configuration Baseline (DCB).

C.3.068.3.4.2 [Orig] The CDR shall establish acceptance of all design and development deliverables.

C.3.068.3.4.3 [Orig] Outstanding design concerns from the PDR shall be resolved prior to completion of CDR and establishment of DCB.

C.3.068.3.5 The CDR shall describe the technical data content clearly showing the planned delivery schedule of the relevant technical data, manuals, and deliverables.

C.3.068.3.6 [Orig] The CDR shall in a logical progression identify and address these design work elements and updates at a minimum:

C.3.068.3.6.1 [Orig] General arrangement

C.3.068.3.6.2 [Orig] Hull and deckhouse structure and scantling

C.3.068.3.6.3 [Orig] Propulsion system and bow thruster, including resistance, powering, and maneuvering (i.e., station keeping for ATON)

C.3.068.3.6.4 [Orig] Control surfaces, rudder sizing, and turning performance

C.3.068.3.6.5 [Orig] Weight estimate **[CDRL 096-002 ABWE]**, intact stability, damage stability, and towing stability **[CDRL 079-001 I&DSA]**

C.3.068.3.6.6 [Orig] Details of the production design for the electrical power generation, storage, and distribution system

C.3.068.3.6.7 [Orig] Interior lighting system

C.3.068.3.6.8 [Orig] Exterior lighting system

C.3.068.3.6.9 [Orig] Pilothouse arrangement and seating

C.3.068.3.6.10 [Orig] Machinery space(s) arrangement

C.3.068.3.6.11 [Orig] Details of the heating, ventilation, and air conditioning systems

C.3.068.3.6.12 [Orig] Mast and antenna configuration

C.3.068.3.6.13 [Orig] Fire detection and suppression system

C.3.068.3.6.14 [Orig] Installation details of the electronics, communications, and navigation systems

C.3.068.3.6.15 [Orig] Propulsion controls, steering system, and autopilot

C.3.068.3.6.16 [Orig] Human-machine interfaces

C.3.068.3.6.17 [Orig] Aft deck arrangement including ATON and towing tackle equipment, configuration and controls

C.3.068.3.6.18 [Orig] Galley, berths, and habitability details.

C.3.068.3.6.19 [Orig] Human factors engineering for operators and maintainers

C.3.068.3.6.20 [Orig] System reliability

C.3.068.3.6.21 [Orig] Noise and vibration

C.3.068.3.6.22 [Orig] Coating system, including a preservation plan in accordance with SFLC Std Spec 6310.

C.3.068.3.7 [Orig] Production Readiness Review (PRR)

C.3.068.3.7.1 [Orig] Production Readiness Review (PRRs) will assess the design maturity prior to the start of production of the lead vessel.

C.3.068.3.7.2 [Orig] Completion of a PRR is required prior to initiating production of the lead vessel. PRRs for subsequent hulls may consolidated and be requested by providing the Contractor or Contracting Officer/COR notice 30 calendar days in advance or as agreed to by the Contracting Officer.

C.3.068.3.7.3 [Orig] Limited release for production may be authorized by interim PRRs.

C.3.068.3.8 [Orig] Mockup Reviews

C.3.068.3.8.1 [Orig] Mockup Reviews afford the USCG the opportunity to visualize and interact with the proposed configuration of certain spaces, check for contract compliance, and validate requirements prior to construction of the first vessel. The Contractor shall complete mockup reviews with USCG participation prior to CDR.

C.3.068.3.8.2 [Orig] During a Mockup Review, the Contractor shall:

C.3.068.3.8.2.1 [Orig] Make provisions for and support the review effort;

C.3.068.3.8.2.2 [Orig] Make personnel available to resolve questions and to demonstrate equipment operation, maintenance accessibility, and removal and installation; and

C.3.068.3.8.2.3 [Orig] Collect consolidated feedback from USCG participants.

C.3.068.3.9 [Orig] Test Readiness Review (TRR)

C.3.068.3.9.1 [Orig] The Contractor shall conduct a Test Readiness Review (TRR) 60 days prior to starting One-Time Tests and Acceptance Testing.

C.3.068.3.9.2 [Orig] The Contractor shall obtain and provide certification letters from the delivery for diesel engines, generators, gear box and crane, verifying the equipment is ABS Type Approved and installed according to OEM requirements. **[CDRL 200-001 OCCTAR]**

C.3.068.3.10 [Orig] Post-Operational Test Design Review (Post-OTDR)

C.3.068.3.10.1 [Orig] The Contractor shall conduct the Post-OTDR 60 days following notification by the USCG that Operational Test has concluded and the USCG has delivered the OT report to the Contractor, or as agreed to by both parties.

C.3.068.3.10.2 [Orig] Post-OTDR shall include an overview of all changes to be made to the design as a result of OT that is agreed by both parties.

C.3.068.3.10.3 [Orig] the Post-OTDR may be conducted in a manner that best communicates the relevant information and may be held in person at a facility provided by the Contractor, via computer conference, or a combination of the two as agreed to by both parties.

C.3.073 [Orig] Noise and Vibration

C.3.074.1 [Orig] The Contractor shall commission/consult an acoustic and vibration engineering firm with experience in marine sound mitigation to review the HSC-L design. The acoustic engineering firm shall participate in the Contractor's design review process and provide independent recommendations related to sound mitigation measures to be incorporated into the design. Recommendations shall be incorporated by CDR at which time predictions will be validated against the J-1 "System Specification" requirements.

C.3.073.1.2 [Orig] The Contractor shall perform and provide reports on noise and vibration analysis to include Airborne Noise Control **[CDRL 073-001 ANC&VA Rpt]**, Torsional Vibration Analysis and Report **[CDRL 073-002 TVA&R]**.

C.3.074 [Orig] Welding

C.3.074.1 [Orig] Contractor shall perform welding in accordance with J-1 Section 074 **[CDRL 074-001 WS&D]**.

C.3.074.2 [Orig] Contractor shall perform NDT in accordance with J-1 Section 074.3 **[CDRL 074-002 NDTR]**.

C.3.077 [Orig] Production Safety and Accident Prevention

C.3.077.1 [Orig] The Contractor shall provide an accident prevention plan or equivalent describing accident prevention programs, policies, and procedures. **[CDRL 077-001 APP]**

C.3.077.2 [Orig] Hazardous Materials (HAZMAT)

C.3.077.2.1 [Orig] The Contractor shall provide a Safety Data Sheet (SDS) Report that contains safety data information for each hazardous material (HAZMAT) used in the HSC-L. The report shall include an index of all SDSs. **[CDRL 077-002 SDS Rpt]**

C.3.078 [Orig] Materials

C.3.078.1 [Orig] Material certifications shall be maintained by the Contractor and available upon request from the USCG.

C.3.080 [Orig] Integrated Logistics Support

C.3.080.1 [Orig] Definitions

C.3.080.1.1 [Orig] Statement of Prior Submission (SPS). An SPS is a formal certification signed by the Contractor attesting that materials, analyses, reports, and/or equipment used on an HSC-L are identical in every respect to the item previously approved on an earlier HSC-L hull.

C.3.080.1.2 [Orig] SPS Requirements **[CDRL 080-003 SPS]**:

C.3.080.1.2.1 [Orig] Provisioning Technical Data (PTD) Substitution.

C.3.080.1.2.1.1 [Orig] The Contractor is authorized – and highly encouraged – to submit an SPS in lieu of a complete Provisioning Technical Data (PTD) package under the following criteria:

C.3.080.1.2.1.1.1 [Orig] An active, accurate, and approved Allowance Parts List (APL) already exists within the Coast Guard's database for the specific end item, subsystem, or equipment.

C.3.080.1.2.1.1.2 [Orig] The equipment or system has been previously approved on an earlier HSC-L hull and remains configurationally identical.

C.3.080.2 [Orig] General

C.3.080.2.1 [Orig] The Contractor shall establish an Integrated Logistics Support (ILS) program to satisfy the logistics requirements of the Contract. ILS program data shall be integrated and consistent with the engineering and technical documentation.

C.3.080.3 [Orig] Detailed Requirements

C.3.080.3.1 [Orig] The ILS delivery schedule **[CDRL 080-001 ILSDS]** shall be integrated into the IMS.

C.3.080.3.2 [Orig] Logistics Product Data (LPD) is the set of Data Items that shall be submitted on the same schedule and on a system-by-system basis. LPD is comprised of the following Data Items:

C.3.080.3.2.1 [Orig] Bill of Materials for Logistics and Supply Chain Risk Management **[CDRL 080-002 BOM]**

C.3.080.3.2.2 [Orig] Provisioning Technical Data **[CDRL 083-004 PTD]**

C.3.080.3.2.3 [Orig] OEM Technical Manuals **[CDRL 086-001 OEM TM]**

C.3.080.3.2.4 [Reserved]

C.3.080.3.2.5 [Orig] The LPD submittals shall be labelled with the system or subsystem UOC, and LCN as specified in paragraph C.3.080.3.2.7.

C.3.080.3.2.6 [Orig] The Contractor shall develop the LPD Data Items for the following systems:

C.3.080.3.2.6.1 [Orig] Diesel Engines

C.3.080.3.2.6.2 [Orig] Propulsion Reduction Gears

C.3.080.3.2.6.3 [Orig] Ship Service Generators

C.3.080.3.2.6.4 [Orig] Cranes

C.3.080.3.2.6.5 [Orig] Machinery Control System

C.3.080.3.2.6.6 [Orig] Switchboard & Power Panels

C.3.080.3.2.6.7 [Orig] Steering

C.3.080.3.2.6.8 [Orig] Heating, Ventilation and Air Conditioning

C.3.080.3.2.6.9 [Orig] Seawater Service

C.3.080.3.2.6.10 [Orig] Fire Extinguishing System

C.3.080.3.2.6.11 [Orig] Environmental Pollution Control Systems (Sewage System)

C.3.080.3.2.6.12 [Orig] Hull Structural Closures

C.3.080.3.2.6.13 [Orig] Propulsion Control Systems

C.3.080.3.2.6.14 [Orig] Protective Devices for Electrical Circuits

C.3.080.3.2.6.15 [Orig] Power Conversion Equipment

C.3.080.3.2.6.16 [Orig] Lighting Systems

C.3.080.3.2.6.17 [Orig] Alarms

C.3.080.3.2.7 [Orig] The Contractor shall provide LPD in accordance with SAE GEIA-STD-0007B.

C.3.080.3.2.7.1 [Orig] SAE GEIA-STD-0007B Guidance. In order to ensure the data is provided in a logical manner, the Contractor shall use the following schema to label all Logistics Product data with the following requirements:

C.3.080.3.2.7.1.1 [Orig] Useable On Code (UOC). Each HSC-L hull shall have its own UOC. The UOC shall be the last three digits of the hull number. For example, if the first hull is to be numbered “950”, then its UOC is “950”.

C.3.080.3.2.7.1.2 [Orig] LSA Control Number (LCN) and Alternate LCN. This value shall be the Hierarchical Structure Code in accordance with the MECL.

C.3.080.3.3 [Orig] The Contractor shall conduct ILS Program Review meetings as part of the PMR.

C.3.080.3.3.1 [Orig] At a minimum, this meeting shall address actions which were completed since the last PMR, current issues, logistics requirements, and upcoming activities for the following topics:

C.3.080.3.3.1.1 [Orig] Maintenance Planning

C.3.080.3.3.1.2 [Orig] Configuration Status Accounting

C.3.080.3.3.1.3 [Orig] Supply Support

C.3.080.3.3.1.4 [Orig] Provisioning Technical Data

C.3.080.3.3.1.5 [Orig] Outfitting

C.3.080.3.3.1.6 [Orig] Technical Manuals and Other Data

C.3.080.3.3.2 [Orig] The Contractor shall solicit additional agenda items for the ILS Program reviews from the USCG ILS representative.

C.3.080.3.3.3 [Orig] The shipbuilder shall have the following available for review at all ILS Program Reviews:

C.3.080.3.3.3.1 [Orig] Technical data for the specific equipment being provisioned shall be available for review.

C.3.080.3.3.3.2 [Orig] The latest issue of drawings relevant to the logistics topics being reviewed.

C.3.080.4 [Reserved]

C.3.080.5 [Orig] Interim Contractor Logistics (ICLS) Requirements

C.3.080.5.1 [Orig] The USCG will identify the specific period of performance, quantity, and type of ICLS labor and material in a CLIN -0008 order once specific needs become apparent.

C.3.080.5.2 [Orig] The Contractor shall provide non-warranty technical support, material, and labor.

C.3.080.5.3 [Orig] Technical support may include analysis, studies, inspections, surveys, parts, on-site casualty response, maintenance, upgrades, software updates, or documentation.

C.3.080.5.4 [Orig] Material may include any item or equipment installed on the vessel.

C.3.080.5.5 [Orig] Labor may include a need for technical representatives, including Original Equipment Manufacturer (OEM) support and any required travel.

C.3.080.6 [Orig] ICLS During Operational Testing (OT).

C.3.080.6.1 [Orig] The HSC-L Operational Testing (OT) period will be six months in duration and operate out of either USCG Sector New York, ANT Bayonne or Station South Portland.

C.3.080.6.2 [Orig] The Contractor shall provide these services for each month that this CLIN is ordered during the OT period:

C.3.080.6.2.1 [Orig] A dedicated technician shall be immediately available on-site Monday through Friday, 0800 – 1600 (U.S. Eastern time) to assist OT vessel operators to perform any required minor maintenance, repair, and corrective actions in order to minimize operational breaks.

C.3.080.6.2.2 [Orig] Phone technical support shall be available to USCG vessel operators 24 hours a day, Monday through Friday (excluding Federal Holidays).

C.3.080.6.2.3 [Orig] Casualty response shall be available within 72 hours of notification to the Contractor of an operational failure beyond the capability of the on-site personnel to correct.

C.3.081 [Orig] Maintenance Planning

C.3.081.1 [Orig] For any equipment requiring periodic calibration or measurement, the Contractor shall ensure that at time of delivery no less than six months remain prior to the next required calibration or measurement.

C.3.083 [Orig] Supply Support

C.3.083.1 [Orig] The Contractor shall provide data, drawings, and documentation on the Contractor Furnished Equipment (CFE) to the USCG for supply support.

C.3.083.2 [Orig] Master Equipment Configuration List (MECL) **[CDRL 083-001 MECL]**

C.3.083.2.1 [Orig] The Contractor shall develop a Master Equipment Configuration List (MECL) using the USCG provided Major Equipment List (Attachment J-1B), that represents, in a relational data structure, the configuration of the vessel. The MECL shall be developed as a hierarchical configuration tree containing all Configuration Items (CI) that are part of the vessel. The MECL shall be prepared electronically in a spreadsheet compatible with Microsoft Excel using the MECL spreadsheet template provided as GFI.

C.3.083.2.2 [Orig] Each CI listed on the MECL shall be provided with SOW Section C.3.083.7. provisioning data.

C.3.083.2.3 [Orig] Each CI listed on the MECL shall contain at a minimum accurate data in the following fields:

C.3.083.2.3.1 [Orig] ESWBS Number – The spreadsheet shall be sorted by the ESWBS, smallest to largest.

C.3.083.2.3.2 [Orig] Provisioning Document Control Number (PDCN) – The format for the number is made up of two letters and four numbers. For the HSC-L MECL, the PDCN shall start with “HL0001” for the first item in the spreadsheet followed by the next sequential number “HL0002.” The PDCN shall be inserted after the MECL has been sorted in accordance with ESWBS smallest to largest.

C.3.083.2.3.3 [Orig] Configuration Item Functional Description (CIFD) – This shall be a functional description of the CI. Items may be grouped together to reduce the number of CIs, indicated by including the word “Group.”

C.3.083.2.3.4 [Orig] Quantity – The number of components/equipment to be installed per vessel.

C.3.083.2.3.5 [Orig] Unit of Issue – The unit of issue which pertains to the quantity reported.

C.3.083.2.3.6 [Orig] Price – To the nearest dollar in US currency.

C.3.083.2.3.7 [Orig] Contractor Commercial and Government Entity (CAGE) Code.

C.3.083.2.3.8 [Orig] Original Equipment Manufacturer (OEM).

C.3.083.2.3.9 [Orig] OEM Part Number.

C.3.083.2.3.10 [Orig] Firmware Version.

C.3.083.2.3.11 [Orig] National Stock Number (NSN) – The Contractor shall consult the Federal Logistics Information System (WebFLIS) for items on the MECL to check for existing National Stock Numbers (NSN) and include these NSNs on the MECL if applicable.

C.3.083.2.3.12 [Orig] Warranty Duration – This field shall be filled with the contract warranty duration for the CI, unless the OEM has a warranty for its product for a longer period. In that case, the longer duration shall be reflected within the MECL.

C.3.083.2.3.13 [Orig] Technical Manuals Source – This field shall indicate the technical publication source of the CI or “NA,” indicating no technical publication source is associated with the CI.

C.3.083.2.3.14 [Orig] Preventive Maintenance Required – This field shall be either “Y,” indicating preventative maintenance is required, or “N,” indicating preventive maintenance is not required.

C.3.083.2.3.15 [Orig] Day Lead Time – "X" indicates the equipment has a commercial lead-time of over 30 days.

C.3.083.2.3.16 [Orig] Line-Item Deliverable – This column shall be marked with an “X,” indicating that the Contractor would recommend that this CI be available within the USCG logistics system as a spare part for the vessel.

C.3.083.2.3.17 [Orig] Serialized (Y/N) – This field shall be either “Y,” indicating that this CI’s serial number is listed in the MECL, or “N,” indicating that the CI’s serial number is not listed in the MECL.

C.3.083.2.3.18 [Orig] HSC-L Source Drawing – The product drawing that has this CI identified in the drawing Material List. The information in the product drawing shall match the corresponding MECL data.

C.3.083.2.3.19 [Orig] Engineering Change Notice Number – This will only be required if the CI is affected by an approved engineering change.

C.3.083.2.3.20 [Orig] The Contractor shall add additional data fields such as Purchase Order (PO) number, PO line item, PO date activated, and amplifying information, as required. This field shall indicate the PO number submitted under SOW Section 083.7.

C.3.083.3 [Reserved]

C.3.083.3.1 [Reserved]

C.3.083.4 [Reserved]

C.3.083.5 [Orig] List of Special Tools and Test Equipment **[CDRL 083-003 LST&TE]**

C.3.083.5.1 [Orig] The Contractor shall develop a list of special tools, test equipment, and software needed for maintenance and provide that list to the USCG.

C.3.083.5.2 [Orig] The list shall identify all special tools, the source of supply, and any special test equipment that would be required for maintenance and troubleshooting of the vessel.

C.3.083.5.3 [Orig] A special tool is any tool or software designed and sold by the Contractor or a component OEM with unique characteristics for a specific maintenance task on a specific piece of equipment that cannot be accomplished with standard hand tools.

C.3.083.5.4 [Orig] If a unique connector or tool is required to support electronic diagnostics, the connector or tool shall be listed as a special tool (e.g., dongle).

C.3.083.5.5 [Orig] If unique software is required, the version number or other identifying information shall be provided.

C.3.083.6 [Reserved]

C.3.083.7 [Orig] Provisioning Data Requirements

C.3.083.7.1 [Orig] Provisioning Data should provide the CG the ability to locate and purchase repair/replacement parts. **[CDRL 083-004 PTD]**

C.3.083.7.1.1 [Orig] OEM cut sheets indicating exact and complete part numbers are acceptable.

C.3.083.7.1.2 [Orig] Provisioning data shall include matching information for the OEM with CAGE code, part number, and pricing for end item, component and/or assembly for items listed on the MECL.

C.3.083.7.1.3 [Orig] Provisioning data shall include all pertinent information covered in SOW Section C.3.086: Technical Manuals and Other Data.

C.3.083.7.2 [Orig] For equipment, end items and components with embedded software or firmware, such as engine control management systems, propulsion control systems, and systems employing programmable logic controllers (PLCs), the Contractor shall ensure provisioning data information includes the version or other identifying information of the embedded software or firmware. For all software and firmware, the Contractor shall ensure the USCG has data rights

necessary for the USCG to operate, maintain, diagnose, and repair the HSC-L system throughout its lifecycle.

C.3.083.7.3 [Orig] For any item on the MECL with a CAGE for the Contractor without a National Stock Number (NSN), additional provisioning data shall be provided, including design drawings, manufacturing instructions, and additional technical data sufficient for the government to procure the piece of equipment.

C.3.084 [Orig] Preservation, Packing and Marking

C.3.084.1 [Orig] The Contractor shall preserve, pack, and mark as required in this section as supplemented by Section D..

C.3.084.2 [Orig] Shipments. The Contractor shall utilize ASTM D3951, for shipments that are:

C.3.084.2.1 [Orig] Items intended for immediate use.

C.3.084.2.2 [Orig] Small parcel shipments within Continental United States (CONUS), not-for-stock.

C.3.084.2.3 [Orig] Direct Vendor Deliveries (DVD) (CONUS ONLY).

C.3.084.2.4 [Orig] Items for vessel outfitting.

C.3.084.3 [Orig] Storeroom Items. Packaging shall prevent damage caused by movement or weight of parts in a box. A Packing List itemizing parts in the box shall be mounted inside the lid of each box.

C.3.084.3.1 [Orig] The Contractor shall inspect and repackage (if needed) spare parts for binning and storage. Marking shall be in accordance with MIL-STD-129 and bar coding shall be in accordance with the ISO/IEC-16388-2007 Code 39 Symbology.

C.3.084.3.2 [Orig] Items removed from containers and placed in racks or shelf type stowage shall be protected against physical and environmental damage during storage.

C.3.084.4 [Orig] System Stock and Insurance Spares. Items designated for system stock and insurance spare shipments shall be packed in accordance with MIL-STD-2073-1 and MIL-DTL-2845, labelled in accordance with MIL-STD-129, and with bar coding in accordance with ISO/IEC-16488-2007 Code 39 Symbology.

C.3.084.5 [Orig] Packing and Preservation Data. The Contractor shall develop Packing and Preservation data and, when required, Special Packing Instructions (SPI) for system stock and insurance spares in accordance with MIL-STD-2073-1 and document the results of the analyses in the Preservation and Packing Data Report. **[CDRL 084-001 P&PD]**

C.3.084.6 [Orig] Hazardous Materials. For items containing HAZMAT that cannot be packaged in accordance with MIL-STD-2073-1, the Contractor shall perform and shall acquire SDS data necessary on the hazardous material, to support compliance with the Performance Oriented Packaging (POP) requirements of HAZMAT as defined in Title 49 CFR (Motor), the International Maritime Organization's International Maritime Dangerous Goods Code (IMDG) (Vessel), the International Civil Aviation Organization (ICAO) (Commercial Air), Air Force Manual 24-204 (AFMAN) (Military Air), and Defense Transportation Regulation, Part II, Cargo Movement (DOD 4500.9R) Technical Instructions for Safe Transport of Hazardous Goods.

C.3.084.7 [Orig] Containerization. For those items that require containerization per MIL-STD-2073-1 and MIL-DTL-2845, the Contractor shall request a search of the Department of Defense (DoD) Container Design Retrieval System (CDRS) for any specialized reusable container designs. **[CDRL 084-002 CDRS]**

C.3.084.7.1 [Orig] If the CDRS system has a suitable container design, the Contractor shall use that for the subject item. If CDRS does not have a suitable container, the Contractor shall design and fabricate a new container in accordance with SAE ARP1967B and provide the data for input to CDRS. **[CDRL 084-003 CDRS input]**

C.3.084.7.2 [Orig] The Contractor shall fabricate the container and package items with the container for shipment to the USCG designated location.

C.3.085 [Orig] Drawings

C.3.085.1 [Orig] General Drawing Requirements

C.3.085.1.1 [Orig] The Contractor shall prepare and format drawings compatible with AutoCAD® 2024 and in accordance with COMDTINST M9085.1, except as modified herein. External reference files (XREF) shall be bound or inserted into drawing files.

C.3.085.1.1.1 [Orig] The Contractor shall only use Standard USCG drawing templates A, B, C, D, H-8, or H-12.

C.3.085.1.1.2 [Orig] Each drawing shall be assigned a standard USCG drawing number.

C.3.085.1.1.2.1 [Orig] Asset Class designation used in drawing numbers will be assigned by the USCG.

C.3.085.1.1.3 [Orig] Electronic file naming convention for construction drawings shall comply with COMDTINST M9085.1 Chapter 4.

C.3.085.1.1.4 [Orig] Access (1:1) in “Model Space” with scaled viewports utilized in “Paper Space”.

C.3.085.1.1.5 [Orig] Text and dimensions in body of drawing shall use romans.shx font with a minimum height of 0.10" and maximum width factor of 0.8. Text and dimensions shall be in "Paper Space" except for embedded text in block geometry.

C.3.085.1.1.6 [Orig] Drawing view callout text shall be placed underneath the middle of drawing views on each drawing sheet. View zone number and letter for the view title shall come from where the center of the callout text is located in the body of the drawing under each drawing view (e.g., “PLAN VIEW 5-A” has the callout text located in horizontal zone “5” and vertical zone “A”). This pertains to all views, even if the view expands into multiple zones of the drawing sheet. A Callout dynamic block with required text height, view titles, and instructions for usage is furnished on each sheet of each GFI drawing.

C.3.085.2 [Orig] Drawing Number Assignment Report. The Contractor shall provide and maintain a Drawing Number Assignment Report. **[CDRL 085-001 DNAR]** The Contractor shall assign a drawing number to each design product developed for the HSC-L.

C.3.085.3 [Orig] Referenced Drawings. The Contractor shall provide drawings referenced within any drawing that have not been previously delivered under this contract.

C.3.085.4 [Orig] Drawing Conventions. The Contractor shall utilize the following drawing conventions:

C.3.085.4.1 [Orig] Identify the first revision of Construction Drawings as "FIRST SUBMITTAL". If the drawing is required to be re-submitted, it shall have the next sequential numerical identifier shown and in the revision block the revisions made corresponding to the comments received from the USCG.

C.3.085.4.2 [Orig] The as-built drawings shall have a "-" in the revision area in the drawing number blocks throughout the drawings. If the drawing is required to be re-submitted, it shall have the next sequential alphabetical identifier.

C.3.085.4.3 [Orig] Label plate and signage shown on drawings shall incorporate the format and labeling requirements defined in the HSC-L System Specification.

C.3.085.4.4 [Orig] Drawings shall include hull applicability.

C.3.085.4.5 [Orig] Views from vendor drawings of equipment may be used on the drawing with reference to the vendor drawing for complete information.

C.3.085.4.6 [Orig] Material List. For arrangement and detail drawings, physical components within the drawing shall be listed on a single Material List.

C.3.085.4.6.1 [Orig] Physical components include bulk materials such as adhesives, except that welding consumables need not be listed.

C.3.085.4.6.2 [Orig] The Material List shall be standardized.

C.3.085.4.6.3 [Orig] Items on the Materials Lists shall include their ESWBS-based HSC as assigned in MECL.

C.3.085.4.6.4 [Orig] The Material List shall include: Material Specifications, Hardware, and Quantities.

C.3.085.4.6.5 [Orig] For each component, provide the salient characteristics needed to re-procure it.

C.3.085.4.6.6 [Orig] Whenever available, include the OEM and the part number for the component.

C.3.085.4.6.7 [Orig] Distributors' part numbers may be included in addition to the salient characteristics, but are not an acceptable substitute for the salient characteristics or OEM part number.

C.3.085.4.6.8 [Orig] Whenever distributors' part numbers are used, the entry shall include the words "or equal" to differentiate it from original equipment manufacturer information as well as provide the salient characteristics needed to reproduce the item in a competitive solicitation.

C.3.085.4.6.9 [Orig] NSNs shall be included for components if available.

C.3.085.4.6.10 [Orig] The item numbers from the parts list or bill of material shall be shown in the field of the drawing with leaders to the various components in the included views.

C.3.085.5 [Orig] Vessel Construction Drawings. Two-Dimensional (2D) drawings shall be developed to demonstrate that the vessel conforms to the requirements of the HSC-L System

Specification and include diagrams depicting functional interconnections between components, arrangement drawings and associated lists.

C.3.085.5.1 [Orig] Structural Foundations Report and Calculations **[CDRL 100-001 SFR&C]**

C.3.085.5.2 [Orig] Mast Structural Analysis **[CDRL 100-002 MSA]**

C.3.085.5.3 [Orig] Standard Structural Details **[CDRL 100-003 SSD]**

C.3.085.5.4 [Orig] Foundation Drawings **[CDRL 100-004 FD]**

C.3.085.5.5 [Orig] Docking Plan and Drawing **[CDRL 100-005 DP&D]**

C.3.085.5.6 [Reserved]

C.3.085.5.7 [Reserved]

C.3.085.5.8 [Orig] Tank Arrangements and Detail Drawing **[CDRL 101-001 TA&DD]**

C.3.085.5.9 [Reserved]

C.3.085.5.10 [Reserved]

C.3.085.5.11 [Reserved]

C.3.085.5.12 [Orig] Topside Arrangements and Detail Drawing **[CDRL 401-001 TA&DD]**

C.3.085.5.13 [Orig] Working Deck Arrangement and Details Drawings **[CDRL 580-001 WDA&DD]**

C.3.085.5.14 [Orig] Securing and Lifting Fittings Diagram **[CDRL 580-002 S&LFD]**

C.3.085.5.15 Mooring, Towing and Anchor Equipment Systems Arrangement and Detail Drawings **[CDRL 582-001 MT&AE&SA&DD]**

C.3.085.5.16 [Reserved]

C.3.085.5.17 [Orig] Life Raft Stowage Arrangement and Details Drawings

C.3.085.5.18 [Orig] General Arrangements Drawing **[CDRL 601-001 GAD]**

C.3.085.5.19 [Reserved]

C.3.085.5.20 [Orig] Walkways, Handrails, Gratings, & Floor Plates **[CDRL 612-001 WHG&FP]**

C.3.085.5.21 [Orig] Doors, Hatches, & Manholes Schedule **[CDRL 620-001 DH&MS]**

C.3.085.5.22 [Orig] Window Schedule and Drawing **[CDRL 625-001 WS&D]**

C.3.085.5.23 [Orig] Paint Schedule **[CDRL 631-001 PS]**

C.3.085.5.24 [Orig] Anode Certification Cathodic Protection System Drawing and Computational Analysis **[CDRL 633-001 ACCPSD&CA]**

C.3.085.5.25 [Orig] Deck Covering Schedule and Drawing **[CDRL 634-001 DCS&D]**

C.3.085.5.26 [Orig] Insulation & Sheathing Schedule and Drawing **[CDRL 635-001 I&SS&D]**

C.3.085.5.27 [Orig] Space Arrangements Drawings **[CDRL 640-001 SAD]**

C.3.085.5.28 [Orig] Structural Drawings

C.3.085.5.28.1 [Orig] The Contractor is not required to recreate or resubmit Government-provided Structural Drawings that remain unchanged from the Functional Configuration Baseline (FCB) defined herein.

C.3.085.5.28.2 [Orig] In the event the Contractor proposes or implements a modification, deviation, or further design development that alters the technical, operational, or functional requirements, interoperability, interface characteristics, or design constraints of a Government-provided FCB Structural Drawing, the Contractor shall update and submit a revised Structural Drawing **[CDRL 100-006 SD]**.

C.3.085.5.28.3 [Orig] The updated Structural Drawing(s) shall clearly identify all Contractor-initiated modifications, additions, or deletions relative to the original Government-provided FCB contract drawing in the revision block of the drawing.

C.3.085.6 [Orig] System Arrangements Drawings. Components including piping, electrical wiring and other components, except minor components such as cable ties, adhesives or other bulk materials on the vessel, shall be depicted on an arrangement drawing in their true size, location and orientation. Purchased components shall be depicted as simple shapes having the same outside dimensions of the object depicted. All interfaces of purchased components and those created by the Contractor shall be depicted in a drawing including, but not limited to, pipe joints and terminal strips.

C.3.085.6.1 [Orig] Non-standard items not purchased shall have fabrication sketches provided.

C.3.085.7 [Orig] 3D Technical Data Package. The Contractor shall provide the Production Level 3D Technical Data Package (TDP) per MIL-STD-31000, consisting of a 3D Product Model, Construction drawings, design, manufacturing and technical data, and associated lists. The 3D TDP shall support operational use, logistics support, repair, maintenance, and construction/manufacture of the HSC-L. The 3D TDP shall include the following minimum functionality and attributes: **[CDRL 085-002 3D TDP]**

C.3.085.7.1 [Orig] The 3D Product Model shall be maintained to the approved product baseline.

C.3.085.7.2 [Orig] The 3D Product Model shall be provided both in its native format and an ISO 10303 STEP compliant format.

C.3.085.7.3 [Orig] 2D Drawings extracted from the 3D Product Model shall be compatible with AutoCAD® 2024.

C.3.085.7.4 [Orig] Physical components shall be depicted or modeled in their true location, shape, and orientation in one or more 3D CAD files.

C.3.085.7.5 [Orig] The 3D Product Model shall contain one or more linked 3D CAD files and associated electronic lists. The native format 3D Product Model shall be developed in accordance with MIL-STD-31000.

C.3.085.7.6 [Orig] The 3D Product Model shall not have any redundant models of parts, components, or geometry. There shall be only one model of any physical item in the 3D Product Model.

C.3.085.7.7 [Orig] The 3D Product Model may contain depictions of components in an in-process condition, such as flat parts prior to bending or forming, cast parts prior to machining,

and similar parts in a form not ready to install on the vessel, at the Contractor's option. This shall not be considered a redundant depiction.

C.3.085.7.7.1 [Orig] Any depictions or models of parts in an in-process condition shall be readily distinguished from the as-installed depictions by layering conventions, distinctive part numbers, separable externally referenced files or similar techniques that allow such in-process parts to be readily removed from a display or other database.

C.3.085.7.7.2 [Orig] In-process parts that do not have a meaningful location prior to final placement in the model shall be located as close to the expected location as possible.

C.3.085.7.7.3 [Orig] In-process parts may also be omitted from the 3D Product Model.

C.3.085.7.8 [Orig] A part may be depicted as a block, surface or solid showing the volume of space it occupies to a precision appropriate to the need for avoiding interferences with the installed component. A small part may be designated as a simple symbol in the Contractor's format. As an example, a fastener may be depicted as a block comprising a line with attached attributes describing it, but shall not be depicted as a solid with threads modeled.

C.3.085.7.9 [Orig] The 3D Product Model shall depict the Space and Weight envelopes defined in the System Specification.

C.3.085.7.10 [Orig] Any component, including structural components that are subsequently joined by welding or any other means, shall include as a separable attribute the weight and the x, y, and z coordinates of the center of gravity. This information shall be a linked, non-graphic entity capable of being extracted from the 3D Product Model by automatic processes.

C.3.085.7.11 [Orig] The Contractor shall maintain the Production Level 3D TDP to reflect each hull applicability.

C.3.085.8 [Orig] System Diagrams. System diagrams shall depict the interconnections of the components in the system within the plan views of the vessel structure. Components that provide functional effect on the system shall be depicted.

C.3.085.8.1 [Orig] Piping and Mechanical Diagrams shall include components, such as valves and piping connections, which can be disconnected in the course of normal servicing. Permanent joints such as threaded, welded or soldered pipe connections need not be depicted. Components and their interconnections shall be located as required for clarity in comprehending the functionality of the system and shall not be to scale in the diagram.

C.3.085.8.2 [Orig] Components shall be depicted as symbols and diagrams shall include a list of symbols used.

C.3.085.8.2.1 [Orig] Symbols for piping system drawings shall be in accordance with ASTM F1000, except hydraulic system drawings, which shall be in accordance with SAE J1780, using graphic symbols from ANSI Y32.10 as supplemented by SAE AS1290.

C.3.085.8.2.2 [Orig] Symbols for HVAC system drawings shall be in accordance with ASTM F856.

C.3.085.8.2.3 [Orig] Hose and pipe shall be distinguished from each other.

C.3.085.8.3 [Orig] Diagrams shall include tables with major component characteristics such as material types and specifications, flow rates, pressure settings, sizing information, etc. Where

appropriate, flow quantities, pressures, directions and nominal pipe sizes shall be shown as text near or leader to the line depicted.

C.3.085.8.4 [Orig] System Diagram CDRLs

C.3.085.8.4.1 [Orig] The Contractor is not required to recreate or resubmit Government-provided System Diagrams that remain unchanged from the Functional Configuration Baseline (FCB) defined herein.

C.3.085.8.4.2 [Orig] In the event the Contractor proposes or implements a modification, deviation, or further design development that alters the technical, operational, or functional requirements, interoperability, interface characteristics, or design constraints of a Government-provided FCB System Diagram, the Contractor shall update and submit a revised System Diagram **[CDRL 085-003 ASD]**.

C.3.085.8.4.3 [Orig] The updated System Diagram(s) shall clearly identify all Contractor-initiated modifications, additions, or deletions relative to the original Government-provided FCB contract drawing in the revision block of the drawing.

C.3.085.8.5 [Orig] Hose and Expansion Joint Log **[CDRL 505-001 H&EJL]**

C.3.085.8.6 [Orig] Insulation Schedule for Machinery, Equipment, and Piping **[CDRL 508-001 IS4ME&P]**

C.3.085.8.7 [Orig] HVAC System Diagram and Equipment List, Heating and Cooling Load Calculations **[CDRL 512-001 HVACSD&ELH&CL]**

C.3.085.8.8 [Orig] HVAC System Duct Pressure Loss Calculations **[CDRL 512-002 HVACSDPLC]**

C.3.085.9 [Orig] 3D System Model and Reviews

C.3.085.9.1 [Orig] 3D System Models shall be provided for all piping and HVAC systems in the Auxiliary (500s SWBS) section of the J-1 specification, inclusive of all specified attributes, metadata, and Navisworks (or equivalent) system sets **[CDRL 085-004 3DSM]**

C.3.085.9.2 [Orig] 3D Model System Reviews shall be conducted for all 3D System Models.

C.3.085.9.2.1 [Orig] Each 3D model system review shall encompass the entirety of the system as designed for the vessel, and shall not be limited to specific production phases, build strategies, or timeframes.

C.3.085.9.3 [Orig] The following minimum model content shall be achieved prior to conducting 3D model reviews of distributed systems:

C.3.085.9.3.1 [Orig] All piping, components, pipe supports, valve actuations (e.g., reach rods), and equipment for the system under review.

C.3.085.9.3.2 [Orig] Ship primary and secondary structure (shell, decks, bulkheads, and frames, including stiffeners) within the spaces or modules where the distributed system runs.

C.3.085.9.3.3 [Orig] All equipment adjacent to the distributed system runs that impacts the system routing, operation, or maintenance due to spatial constraints or the nature of the equipment (e.g., piping routed adjacent to electrical panels).

C.3.085.9.3.4 [Orig] Outfitting items, including but not limited to ladders, hatches, stairs, work benches, and cabinets adjacent to or intersecting the system under review.

C.3.085.9.3.5 [Orig] All penetrations in watertight boundaries.

C.3.085.9.4 [Orig] The following minimum data attributes shall be assigned to modeled parts for all pipe, components, and equipment of a distributed system prior to conducting the 3D model review of that system:

C.3.085.9.4.1 [Orig] Part name.

C.3.085.9.4.2 [Orig] Description.

C.3.085.9.4.3 [Orig] SWBS or applicable system designator.

C.3.085.9.4.4 [Orig] Numbering that links parts to the system diagram (e.g. Master Equipment List (MEL) number, valve number, pipe identifier).

C.3.085.9.4.5 [Orig] Dimensional size (pipe diameter, duct dimensions).

C.3.085.9.4.6 [Orig] Material (e.g. pipe material valve body, valve trim).

C.3.085.9.4.7 [Orig] Specification or grade, as applicable.

C.3.085.9.4.8 [Orig] OEM name and CAGE code for equipment items.

C.3.085.9.4.9 [Orig] OEM part number or stock code for equipment items.

C.3.085.9.4.10 [Orig] Weight (dry and wet, as applicable).

C.3.085.9.5 [Orig] Joint reviews and comment tracking shall be conducted through a designated 3D Product Model Working Group.

C.3.085.9.5.1 [Orig] Comments shall be submitted, tracked, and resolved using a Government-approved 3D model review software (e.g., Navisworks Manage or Simulate).

C.3.085.9.5.2 [Orig] System sets or view filters shall be provided within the 3D model review software to isolate the distributed system under review.

C.3.085.9.5.3 [Orig] The Contractor shall formally address, adjudicate, and resolve all Government comments arising from Joint 3D Model System Reviews.

C.3.085.10 [Orig] Machinery Arrangement Drawings.

C.3.085.10.1 [Orig] Machinery arrangement drawings shall be provided showing the major components in the main and auxiliary spaces, in detail, to justify the basic configurations and space allocations reflected in the design. **[CDRL 201-001 MAD]**

C.3.085.10.2 [Orig] OEM Certification/Commission/Type Approval Report **[CDRL 200-001 OCCTAR]**

C.3.085.10.3 [Orig] Machinery Controls Architecture Report **[CDRL 202-001 MCNAR]**

C.3.085.10.4 [Orig] Propulsion Shafting Plans and Particulars **[CDRL 243-001 PSP&P]**

C.3.085.10.5 [Orig] Propulsion Shafting Alignment Calculations and Procedures **[CDRL 243-002 PSAC&P]**

C.3.085.10.6 [Orig] Propeller Drawing **[CDRL 245-001 PD]**

C.3.085.10.7 [Orig] Failure Modes and Effects Analysis for Electric/Electronic Control System for Propulsion and Steering **[CDRL 252-001 FMEA4EECSPS]**

C.3.085.10.8 [Orig] Instrument and Guage Calibration Report **[CDRL 504-001 I&GCR]**

C.3.085.10.9 [Orig] Crane Assembly and Detailed Drawings **[CDRL 589-001 CA&DD]**

C.3.085.11 [Orig] Electrical and Electronic Drawings.

C.3.085.11.1 [Orig] Graphic symbols for electrical and electronics diagrams shall be in accordance with IEEE-STD-315 or MIL-HDBK-290 and shall indicate type of equipment and fixtures.

C.3.085.11.2 [Orig] Schematic diagrams shall depict, by means of graphic symbols, connections and functions of circuit arrangements. The schematic diagram shall trace the circuit and its functions without regard to the actual physical size, shape, or location of the component devices or parts.

C.3.085.11.3 [Orig] Isometric System drawings shall show the system in isometric format and shall include information relative to vendor make and model number, cable types and sizes, material list, deck and bulkhead penetrations, location of hardware on the vessel, referenced to the technical manuals, where applicable.

C.3.085.11.3.1 [Orig] The drawings shall depict point-to-point wiring connections to trace power, communication and control signals. Individual wires shall be terminated at identified terminals within equipment, including terminal boxes. Power supply source and signal destination shall be indicated.

C.3.085.11.3.2 [Orig] Wires requiring shielding and grounding shall be designated, and quantity of spare conductors shall be identified for each cable.

C.3.085.11.4 [Orig] Elementary wiring diagrams shall show the system in diagrammatic format and include information relative to vendor make and model number, cable types and sizes, material list, location of hardware on the vessel, referenced to the technical manuals, where applicable.

C.3.085.11.4.1 [Orig] The diagrams shall depict point-to-point wiring connections to trace power, communication and control signals. Individual wires shall be terminated at identified terminals within equipment, including terminal boxes. Power supply source and signal destination shall be indicated.

C.3.085.11.5 [Orig] List of Electrical/Electronic CDRLs

C.3.085.11.5.1 [Orig] Booklet of Standard Wiring Practice **[CDRL 300-001 BSWP]**

C.3.085.11.5.2 [Orig] Electrical One Line Diagram **[CDRL 300-002 EOLD]**

C.3.085.11.5.3 [Orig] Electric Plant Load Analysis **[CDRL 300-003 EPLA]**

C.3.085.11.5.4 [Orig] Switchboards and Power Pannel Drawings **[CDRL 324-001 SPPD]**

C.3.085.11.5.5 [Orig] Electrical Plant **[CDRL 300-004 EP]**

C.3.085.11.5.6 [Orig] Electronics Systems Schematic Block Diagrams **[CDRL 400-001 ESSBD]**

C.3.085.11.5.7 [Orig] Electronics Systems Elementary Wiring Diagrams **[CDRL 400-002 ESEWD]**

C.3.085.11.5.8 [Orig] Electronics System Architecture Report **[CDRL 435-001 ESAR]**

C.3.085.11.5.9 [Orig] Easy Power Report **[CDRL 300-005 EPR]**

C.3.085.11.5.10 [Orig] Electric Alarms, Safety & Warning Systems **[CDRL 436-001 EASWS]**

C.3.085.12 [Orig] As-Built Drawings. The Contractor shall provide the complete set of As-Built Drawings for the lead vessel and provide updated As-Built drawings for each follow vessel. As-Built Drawings shall reflect the as-built, as-delivered configuration of the vessel and shall be complete, without attached change paper or liens and with current revision blocks and numbers. **[CDRL 085-005 ABD]**

C.3.085.12.1 [Orig] The Contractor shall submit updated engineering calculations for Auxiliary systems where the Contractor alters the Functional Configuration Baseline (FCB). The Contractor is not required to submit calculations for systems that remain unchanged from the Government-provided FCB.

C.3.086 [Orig] Technical Manuals and Other Data

C.3.086.1 [Orig] Technical Manual Organization Plan/Index/Status Report. The Contractor shall provide and implement a Technical Data Organization Plan (TDOP). The Contractor shall provide an index of all technical manuals and publications for all equipment, components, and accessories that make up the vessel. The Contractor shall provide a report that provides a complete index and status of technical manuals. The report shall provide the status of development, validation, and planned delivery dates. **[CDRL 086-001 OEM TM]**

C.3.086.2 [Orig] The Contractor shall provide an electronic copy of all technical manuals and publications for all equipment, components, and accessories that make up the vessel.

C.3.086.3 [Orig] Technical manuals and publications shall include on the cover sheet/page the associated ESWBS number and sequential/serialized number if there are multiple submissions with the same ESWBS number.

C.3.086.3.1 [Orig] Publications prepared for this contract by the Contractor shall be in an electronic format that allows imbedded text or graphics and shall be in Microsoft® Office Word format or Microsoft® Office Excel format compatible with Windows® 11.

C.3.086.3.2 [Orig] Any OEM manuals that are not in the Microsoft® Office Word or Excel compatible format shall be delivered in an unlocked PDF file.

C.3.086.5 [Orig] OEM Technical Manuals **[CDRL 086-001 OEM TM]**

C.3.086.5.1 [Orig] The Contractor shall deliver OEM technical manuals. These manuals shall be provided for equipment, components, and accessories that make up the vessel.

C.3.086.5.2 [Orig] OEM documentation shall be in English.

C.3.086.5.3 [Orig] The Contractor shall provide all OEM Technical Manuals offered by an OEM. OEM technical manuals would typically include the necessary information and instructions to: install, operate, and maintain the equipment. This includes a description of system start-up, operation, shutdown, safety, and emergency procedures. The manuals would also contain information concerning inspection, preventive and corrective maintenance, calibration,

adjustment, troubleshooting, illustrated parts breakdowns that include OEM part numbers, repair, and required tools and test equipment.

C.3.086.5.4 [Orig] If an OEM technical manual contains information on more than one like component, the Contractor shall mark each manual with the component model and part number used on the vessel to direct the user to only those sections necessary to complete their task.

C.3.086.5.5 [Orig] The Contractor shall provide supplemental information not addressed by the OEM technical manual that covers the as-installed details and instructions for the OEM component used for the construction of the vessel.

C.3.086.6 [Orig] Technical Publications

C.3.086.6.1 [Orig] The Boat Information Book (BIB) **[CDRL 086-002 BIB]** shall provide a complete description of the boat's capacities and characteristics, including operating instructions for all systems, equipment, and components installed (to include wiring). System diagrams shall be included to supplement the written description. System working drawings may be used in lieu of the diagrams upon approval from the USCG. ABYC T-24 Owner/Operator's Manuals shall be used as guidance when developing the content of the BIB. The BIB at a minimum shall contain the following sections:

C.3.086.6.2 [Orig] The Contractor shall develop a Hull, Mechanical & Electrical (HM&E) Support Section that provides the following:

C.3.086.6.2.1 [Orig] Physical layout diagrams and descriptions.

C.3.086.6.2.2 [Orig] A list of embedded electronic control systems within the HM&E boundary.

C.3.086.6.2.3 [Orig] Step-by-step flow chart describing each equipment setup and startup processes and settings.

C.3.086.6.2.4 [Orig] System corrective maintenance, casualty recovery, and reset procedures.

C.3.086.6.2.5 [Orig] The Contractor shall develop a Command, Control, Communications, Computers, Cyber and Intelligence (C5I) System/Network Support Section that provides the following:

C.3.086.6.2.5.1 [Orig] System overview including a general description of the nature of the system as a whole and the purpose and description of each major sub-system.

C.3.086.6.2.5.2 [Orig] Physical layout diagrams and descriptions.

C.3.086.6.2.5.3 [Orig] System Operation Verification Test Development Data

C.3.086.6.2.5.4 [Orig] Each topside antenna

C.3.086.6.2.5.4.1 [Orig] A: Antenna Distance, Bow to Antenna

C.3.086.6.2.5.4.2 [Orig] B: Antenna Distance, Stern to Antenna

C.3.086.6.2.5.4.3 [Orig] C: Antenna Distance, Port Beam to Antenna

C.3.086.6.2.5.4.4 [Orig] D: Antenna Distance, Starboard Beam to Antenna

C.3.086.6.2.6 [Orig] Static draught for the depth sounder

C.3.086.6.2.7 [Orig] A list of all C5I equipment broken out into navigation and communication (external and internal) functional groups.

C.3.086.6.2.8 [Orig] Step-by-step flow chart describing each equipment setup and startup processes and settings.

C.3.086.6.2.9 [Orig] System corrective maintenance, casualty recovery, and reset procedures.

C.3.086.6.3 [Orig] Casualty Control Section and Emergency Procedures - The Contractor shall develop a casualty control section that provides description of the emergency systems and action to be taken for the following:

C.3.086.6.3.1 [Orig] Capsizing

C.3.086.6.3.2 [Orig] Charlie Fire

C.3.086.6.3.3 [Orig] Flooding

C.3.086.6.3.4 [Orig] Engine High Water Temperature

C.3.086.6.3.5 [Orig] Fire in the Machinery Compartment(s)

C.3.086.6.3.6 [Orig] Loss of Control of Engine RPM

C.3.086.6.3.7 [Orig] Loss of Fuel Pressure

C.3.086.6.3.8 [Orig] Loss of Lube Oil Pressure

C.3.086.6.3.9 [Orig] No Power/Insufficient Power to Communications/Navigation Equipment

C.3.086.6.3.10 [Orig] Steering Casualty (Hydraulic/Electrical)

C.3.086.6.3.11 [Orig] Fouled Propeller

C.3.086.6.3.12 [Orig] Loss of Cooling Flow

C.3.086.6.3.13 [Orig] Striking a submerged object

C.3.086.6.3.14 [Orig] Collision

C.3.086.6.3.15 [Orig] Grounding

C.3.086.6.3.16 [Orig] Man Overboard

C.3.086.6.3.17 [Orig] Reduction Gear

C.3.086.6.3.18 [Orig] Electrical Power

C.3.086.6.3.19 [Orig] High Exhaust Temperature

C.3.086.6.4 [Orig] Each procedure shall provide the following information about responding to the specified emergency or casualty:

C.3.086.6.4.1 [Orig] Type of Casualty (Descriptive Name)

C.3.086.6.4.2 [Orig] Symptoms to recognize a failure

C.3.086.6.4.3 [Orig] Initial actions to prevent harm to crew or equipment

C.3.086.6.4.4 [Orig] Follow up actions that can be performed by the crew while underway that may safely restore some functionality, including operation of equipment in emergency mode.

C.3.086.6.4.5 [Orig] Possible additional casualties

C.3.086.6.4.6 [Orig] Causes that may lead to this casualty.

C.3.086.6.4.7 [Orig] Notes and Warnings inserted as necessary throughout the procedure

C.3.087 [Orig] Facilities

C.3.087.1 [Orig] Office facilities and services for On-Site and visiting USCG Representatives shall be located within the Contractor's vessel construction facility(s) and/or any facility where a vessel under this contract is berthed after construction (e.g., if the vessel trials are in a different location from the construction yard). This may require duplicate office facilities when concurrent construction and trials of multiple vessels under this contract occur at several locations.

C.3.087.2 [Orig] Office facilities shall have convenient access to the vessel. Office facilities and services for USCG Representatives shall be provided at each location where a vessel under this contract is under construction or is berthed.

C.3.087.3 [Orig] Office facilities shall be sufficient to meet the contracted office requirements for the HSC-L program. These facilities may be shared across other programs, provided that the HSC-L program's office requirements are fully met.

C.3.087.4 [Orig] Commencing two months after contract award through the delivery and acceptance of the last vessel, the Contractor shall provide the requirements of this section exclusive of any service provided by/for any other contract:

C.3.087.4.1 [Orig] Office Facility Requirements – Suitable office facilities and services shall be provided for the on-site USCG staff of ten personnel which will include two private offices and one conference room. In addition, office facilities shall be provided for the crew (6 personnel per vessel, maximum 24). Vessel crews will arrive in the shipyard approximately six months prior to the vessel transiting to the delivery location. The Contractor shall provide cleaning services at least weekly. Restrooms and kitchen facilities shall be available within vicinity of the USCG office space. The Contractor shall be responsible for pest control.

C.3.087.4.2 [Orig] Office Furniture and Equipment – Appropriate office furniture and equipment shall include desk workstations with trash cans for all USCG and crew (10 on-site USCG staff and 6 crew per vessel).

C.3.087.4.3 [Orig] Conference Room – The Contractor shall provide access to one conference room with doors and tables with seating for at least twelve people. The conference room shall include a speaker phone, at least one screen, and teleconferencing capability.

C.3.087.4.4 [Orig] Telephone and Internet Service – The Contractor shall provide and maintain high speed internet service for the on-site USCG office spaces. Separate lines for internet service shall be provided to each workstation and three internet lines shall be provided for use in the Conference Room.

C.3.087.4.5 [Reserved]

C.3.087.4.6 [Orig] Document waste – The Contractor shall provide a high-quality, cross cut paper shredder to dispose business sensitive documentation. Recycle services shall be provided.

C.3.087.4.7 [Orig] Parking Spaces – The Contractor shall provide 10 designated, secure parking spaces located close to the office facility for the USCG personnel.

C.3.087.4.8 [Orig] Access to the Vessels(s) and Applicable Facilities – USCG and authorized USCG representatives shall have admission to the plant, access to the vessel(s) where and as

required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the USCG.

C.3.088 [Orig] Human Systems Integration

C.3.088.1 [Orig] 3D Product Model. During the design review process, the Contractor shall use the 3D Product Model Visualization to demonstrate Human Systems Integration (HSI) and usability (as defined in ISO 9241-11:2018) of the HSC-L and shall use it to demonstrate proposed configuration changes.

C.3.088.1.1 [Orig] The Product Model or Product Model Visualization shall be capable of demonstrating accessibility for operation, maintenance, manipulation, removal or replacement tasks using an anthropometric model that simulates body dimensions that are design-critical to the task(s) from a 5th percentile female through a 95th percentile male, as defined in ASTM F1166, with required personal protective clothing, equipment and applicable task tools / peripherals.

C.3.088.1.2 [Orig] The 3D Product Model or Product Model Visualization shall provide the capability to support virtual walkthroughs for HSI verification by 5th percentile female through a 95th percentile male to demonstrate visualization of the actions they need to take to perform their tasks and their sightlines for the following:

C.3.088.1.2.1 [Orig] Pilothouse operations (to include crane operations).

C.3.088.1.2.2 [Orig] Machinery Room(s) (maintenance activities).

C.3.088.1.2.3 [Orig] Towing and mooring.

C.3.088.1.2.4 [Orig] Working Deck Operations.

C.3.088.1.3 [Orig] The Contractor shall demonstrate that the design supports human engineering requirements, mission requirements, and evaluate the arrangement and accessibility for operation and maintenance of equipment mounted or stowed at Design Reviews, Mockup Reviews, and PMRs.

C.3.092 [Orig] Test Administration and Testing

C.3.092.1 [Orig] General

C.3.092.1.1 [Orig] The Contractor shall ensure that the vessel construction has been completed and all systems have been groomed to verify they perform as intended before Acceptance Tests (ATs) and One Time Tests (OTTS), when applicable, are conducted.

C.3.092.1.2 [Orig] The Contractor shall develop a testing program to verify that the vessel meets all the requirements of the contract and documents the results. The required tests are minimums and are not intended to supplant any controls, examinations, inspections, or tests normally employed by the Contractor to assure the quality of the vessel. The vessel shall successfully complete all testing prior to acceptance.

C.3.092.1.3 [Orig] The ATs detailed in this section are applicable to all vessels unless stated otherwise.

C.3.092.1.4 [Orig] During all ATs, the vessel shall remain under the control of the Contractor. The Contractor shall ensure that the vessel and all equipment is operated in a safe manner in accordance with OEM-recommended practices and shall assume responsibility for all operations.

C.3.092.1.5 [Orig] The Contractor shall furnish all material, fuel, labor, power, equipment, instruments, and expertise necessary for these ATs.

C.3.092.1.6 [Orig] Any instruments used shall be calibrated and marked prior to use. The calibration shall be current. Instruments shall be calibrated using standards certified as being traceable to a national standard. Calibration data and certificates shall be available for inspection by USCG representatives. The Contractor shall ensure that each individual AT Report contains copies of calibration data and certificates for the equipment used in that test.

C.3.092.1.7 [Orig] At the satisfactory completion of all AT, the Contractor shall remove the testing instrumentation and equipment.

C.3.092.1.8 [Orig] When testing the equipment, components, or systems, all AT procedures shall be in accordance with component and equipment manufacturers' recommended practices and shall not violate component and equipment operating procedures or the manufacturer's warranty.

C.3.092.1.9 [Orig] The Contractor shall ensure proper operation of the equipment. Proper operation means that the equipment can be started, operated, interfaced together as required, and demonstrated to function in the designed manner. The Contractor shall conduct all tests regardless of whether the item to be tested is furnished by the USCG or the Contractor.

C.3.092.1.10 [Orig] The Contractor shall not test or operate the tactical VHF radio at power levels above 25 watts.

C.3.092.1.11 [Orig] If damage to any component or system occurs during or after any testing, and prior to acceptance of the vessel, the damage shall be repaired by the Contractor and previously completed tests of the component or system damaged shall be repeated.

C.3.092.1.12 [Orig] Unless otherwise agreed to by the USCG, ATs shall be conducted from the Contractor's facility.

C.3.092.1.13 [Orig] The USCG may, at its discretion, observe any AT. The Contractor may limit the number of USCG representatives onboard the vessel during underway testing. Underway testing shall not last for more than eight hours without the opportunity to change out USCG observers.

C.3.092.1.14 [Orig] During ATs, the vessel shall be operated in a manner and in waters suitable for collection of data for the accepted test procedure. Full power/endurance tests shall be conducted in water depths of at least 30 feet and allow for safe and prudent navigation of the vessel under its own power at idle through full speed. The underway test shall be postponed or rescheduled if winds and seas are excessive, as determined by mutual agreement between the Contractor and the USCG representative.

C.3.092.1.15 [Orig] Underway tests shall be conducted in calm water condition and starting at the Full Load ATON Condition, unless otherwise specified. The vessel may be ballasted temporarily to achieve the required loading condition.

C.3.092.2 [Orig] Administration and Conduct

C.3.092.2.1 [Orig] The Contractor shall notify the USCG in writing with the date, time, and ATs location. Notification shall be given during normal working hours (Monday – Friday, 0800 – 1600) no less than five days prior to the events.

C.3.092.2.2 [Orig] ATs shall be conducted during normal working hours (Monday – Friday, 0800 – 1600) unless specifically required to be conducted during other times or as agreed to by the USCG.

C.3.092.2.3 [Orig] Notice of AT cancellation shall be provided to the USCG at least 48 hours in advance of the scheduled test date. Cancelled events shall not be restarted without notifying the USCG at least 72 hours in advance unless otherwise approved by the USCG.

C.3.092.3 [Orig] Test Documentation

C.3.092.3.1 [Orig] The Contractor shall prepare the following documentation in support of the AT program:

C.3.092.3.1.1 [Orig] Test Plan – The Contractor shall develop a Test Plan which describes roles and responsibilities, when, where, and how ATs and OTTS, when applicable, will be conducted to verify that the vessel performance criteria have been met, and that all equipment operates properly. The plan shall include the traceability between the specification and test procedures. The traceability will have a unique identifying number. The plan shall also describe how each AT and OTTS procedure will be documented, how results will be recorded, and the format for the final report for each vessel. The plan shall include a sample report. The plan may outline how test events will be tailored to consolidate testing requirements provided that all test requirements are met. **[CDRL 092-001 Test Plan]**

C.3.092.3.1.2 [Orig] Test Procedures – The Contractor shall prepare Test Procedures for each test to be conducted. The procedures shall fully describe the test and include a description of how the vessel will be operated during the test/inspection, and any test limitations imposed. The procedure shall include all pass/fail criteria, a list of testing equipment, performance data to be recorded, step-by-step operations to obtain the required data, and the unique identifying number. Procedures shall be in sufficient detail to allow the USCG to duplicate the test and results. Tests shall not be conducted until the Test Procedures are accepted by the USCG. Deviations and changes from an accepted procedure or an accepted sequence shall be prohibited. Except as required by the Test Procedure, adjustments on equipment being tested shall not be made during the testing. Any adjustment shall require a retest. For results to be valid, each test event shall be conducted in its entirety, per the USCG accepted Test Procedures. **[CDRL 092-002 Test Proc]**

C.3.092.3.1.3 [Orig] Test Schedule – The Test Schedule shall indicate the scheduled dates for all AT and OTTS Procedures. **[CDRL 092-003 Test Sched]**

C.3.092.3.1.4 [Orig] Test Reports – The Test Reports shall document the conduct of the test. The report shall include records of any measurements or data taken during the testing, identify any deficiencies, describe the corrective actions to be taken, indicate the test has passed the criteria, and has been signed by the Contractor administering the AT and OTTS and the USCG, if present. **[CDRL 092-004 Test Rpts]**

C.3.092.3.1.5 [Orig] Failure and Discrepancy Reports – In the event of any failure to pass the acceptance criteria established in any procedures, the Contractor shall prepare and submit a failure and discrepancy report for each failure. The report shall provide an analysis of the failure, reason for unsuccessful performance, corrective action taken, and any supplemental information related to the failure. The Contractor shall remain responsible for schedule impact due to the nonconformity and shall be subject to appropriate action by the Contracting Officer including a stop work order. **[CDRL 092-005 F&DR]**

C.3.092.3.2 [Orig] For each underway test the following information shall be recorded in addition to the data collected for the test:

C.3.092.3.2.1 [Orig] Fuel – Amount of fuel onboard at the start and end of the test.

C.3.092.3.2.2 [Orig] Personnel – Number of persons onboard.

C.3.092.3.2.3 [Orig] Equipment Weights – Weights and centers of gravity of any equipment carried onboard that is not part of the loading condition outfit.

C.3.092.3.2.4 [Orig] Weather and Sea Conditions – Taken at the beginning and end of each run. The conditions taken shall include wind speed and direction, air temperature, water temperature, and wave height and direction.

C.3.092.4 [Orig] Underway Operations

C.3.092.4.1 [Orig] Anytime a vessel is underway for any reason, it shall be operated by a captain who possesses a current valid Coast Guard license for the operation of vessels of 100 tons or greater, in the waters in which the vessel will be operated. In addition, the following shall be required for every underway operation:

C.3.092.4.1.1 [Orig] The Contractor shall provide at least two additional crew members onboard who are able to assist in operating the vessel.

C.3.092.4.1.2 [Orig] The Captain shall have onboard a safety kit that, at a minimum, includes a portable VHF-FM radio, a portable GPS navigation device, a 10- person first aid kit, and an appropriate set of flares for the waters being navigated.

C.3.092.4.2 [Orig] Only the National Ensign may be displayed or flown while underway.

C.3.092.4.3 [Orig] Immediately prior to getting underway, the Captain shall notify the local USCG sector via VHF-FM radio with the following information:

C.3.092.4.3.1 [Orig] Hull identification number

C.3.092.4.3.2 [Orig] The number of Contractor personnel onboard

C.3.092.4.3.3 [Orig] The number of USCG personnel onboard

C.3.092.4.3.4 [Orig] The planned area of operations

C.3.092.4.3.5 [Orig] The estimated time of return

C.3.092.4.4 [Orig] If the vessel transits from one sector’s area of responsibility (AOR) to another, the Captain shall notify the new Sector.

C.3.092.4.5 [Orig] Upon mooring, the Captain shall notify the Sector that the vessel is no longer underway.

C.3.092.5 [Orig] The Contractor shall perform the following Minimum Testing on all Vessels:

C.3.092.5.1 [Orig] Watertight integrity testing

C.3.092.5.2 [Orig] Propulsion system

C.3.092.5.2.1 [Orig] Propellor hub to tail shaft contact area check

C.3.092.5.2.2 [Orig] Propellor balancing

C.3.092.5.3 [Orig] Propulsion controls

C.3.092.5.4 [Orig] Propulsion emergency shutdown system

C.3.092.5.5 [Orig] Steering controls

C.3.092.5.6 [Orig] Steering system

C.3.092.5.7 [Orig] Bow Thruster (if applicable)

C.3.092.5.8 [Orig] Gauges and alarms

C.3.092.5.9 [Orig] Bilge Drainage system

C.3.092.5.10 [Orig] Electrical system

C.3.092.5.11 [Orig] Starting system

C.3.092.5.12 [Orig] Electronic systems

C.3.092.5.13 [Orig] Communication system

C.3.092.5.14 [Orig] Navigation lights

C.3.092.5.15 [Orig] Lighting systems

C.3.092.5.16 [Orig] HVAC system

C.3.092.5.16.1 [Orig] System testing and balancing shall be in accordance with ASHRAE Standard 151.

C.3.092.5.17 [Orig] Window wipers and washing

C.3.092.5.18 [Orig] Fire suppression system

C.3.092.5.19 [Orig] Potable water system

C.3.092.5.20 [Orig] Sewage system

C.3.092.5.21 [Orig] Greywater system

C.3.092.5.22 [Orig] ATON Crane system

C.3.092.5.22.1 [Orig] The crane shall be tested by applying an external force for 10 minutes, to demonstrate structural adequacy of the equipment and foundation. The test force shall be applied in the weakest direction identified within the normal arc of loading for each fitting and identified in the test procedure. No part of the equipment, fittings, and structure shall take a permanent set, nor shall degradation to any operating or control function occur because of the test. Testing load shall be according to OEM requirements.

C.3.092.5.22.1.1 [Orig] The crane shall be tested using two independent digital inclinometers to confirm expected vessel reactions during load/lift tests. The Contractor shall measure draft and freeboard during the test.

C.3.092.5.23 [Orig] Anchor handling

C.3.092.5.24 [Orig] Cross Deck Winches

C.3.092.5.24.1 [Orig] The winch shall be tested individually over the full range of their loading

C.3.092.5.25 [Orig] Working Deck Fittings

C.3.092.5.25.1 [Orig] The working deck fittings shall be pull-tested individually to the safe rated load

C.3.092.5.26 [Orig] Washdown system

C.3.092.5.27 [Orig] Deadweight Survey **[CDRL 092-006 DWS]** – The Contractor shall perform deadweight surveys on vessels after the lead vessel. The Contractor shall perform an Inclining Experiment on the lead vessel in each build yard in accordance with C.3.097.2.

C.3.092.5.28 [Orig] Demonstrate Start-Up Procedures – The Contractor shall demonstrate and perform start-up procedures while the vessel is at the dock before getting underway.

C.3.092.5.29 [Orig] Full Power and Endurance Test – The Contractor shall perform an underway, two-hour full power and endurance test consisting of a one-hour, continuous full power period plus an endurance test performed at varying speeds at or above the cruising speed for at least one hour.

C.3.092.5.30 [Orig] Locked Shaft Test – The shaft holding mechanism for one shaft shall be engaged while stationary. Power shall then be applied to the free shaft gradually increasing to full throttle. Return to zero, disengage the shaft holding mechanism, and then repeat for the other shaft.

C.3.092.5.31 [Orig] Speed Test – The Contractor shall undergo speed trials to demonstrate the vessel will achieve the full speed. This speed test may be performed in calm conditions or above, provided that the full speed can be attained. OEM-required break in periods shall be conducted prior to speed tests. The speed tests shall be comprised of two runs, in opposite directions over a one nautical mile course, at a minimum, with the speeds for the two runs averaged. The Contractor shall record readings on all gauges and meters for each run.

C.3.092.5.32 [Orig] Steering Test – The satisfactory operation of the steering system and stability of the vessel during turns shall be demonstrated. Test runs shall be made at 10 knots. Helm angles used shall be 35 degrees. Any indications of loss of control, failure to maintain a steady turn, or unpredictable motions shall be recorded.

C.3.092.5.33 [Orig] Range Verification – The Contractor shall provide verification of the vessel range from sea trial data.

C.3.092.5.34 [Orig] Maneuvering Testing – The Contractor shall conduct testing to demonstrate the vessel meets the USCG operating maneuverer requirements such as, quick throttle reversals, holding station, and backing. The maneuvering testing shall be conducted across all speeds.

C.3.092.5.35 [Orig] Post-Underway Maintenance – The Contractor shall perform post-underway shut-down procedures and checks in accordance with the BIB.

C.3.096 [Orig] Weight Control and Weight Reports

C.3.096.1 [Orig] General

C.3.096.2 [Orig] The Contractor shall follow weight control recommendations as outlined in Society of Allied Weight Engineers (SAWE RP-14), 2001; Recommended Practices 14, Weight Estimating and Margin Manual for Marine Vehicles.

C.3.096.3 [Orig] In determining the loading conditions and seaworthiness,

C.3.096.3.1 [Orig] Crew’s and passenger’s weight shall be 220 pounds per person.

C.3.096.3.2 [Orig] All crews and passengers aboard shall be seated with a VCG 2.5 inches above the surface they are seated on.

C.3.096.4 [Orig] Weight Control Plan **[CDRL 096-001 WCP]**

C.3.096.4.1 [Orig] The Contractor shall develop and implement a weight control plan for the vessel that includes a description of the Contractor's procedures for determining weights and controlling weight growth during Design and Engineering.

C.3.096.4.2 [Orig] The objective of the weight control plan is to ensure that the final weight and centers of gravity of the vessel meet the system and seaworthiness requirements.

C.3.096.4.3 [Orig] The weight control plan shall address the following topics at minimum, and specific guidance provided shall be incorporated:

C.3.096.4.3.1 [Orig] Monitoring and updating weight data with progress of overall design and development.

C.3.096.4.3.2 [Orig] Address use of the limiting plots/tabular values developed in stability analysis to evaluate trends of the previous and most recent weight estimates vs. limits for compliance with the stability and floodable length requirements.

C.3.096.4.3.3 [Orig] The action that will be taken upon detection of weight or centers trends tending towards not meeting the system requirements and seaworthiness.

C.3.097 [Orig] One-Time Tests

C.3.097.1 [Orig] General

C.3.097.1.1 [Orig] The Post Construction Inspection and one-time tests shall be conducted on the first vessel at each build yard.

C.3.097.1.2 [Orig] Unless otherwise specified, the one-time tests (OTTS) shall be included in the AT plan. These tests' test procedures shall be developed and results shall be reported as per AT Reports.

C.3.097.1.3 [Orig] One-time tests shall be performed at the Contractor's facility or at a location on the U.S. East Coast as agreed upon by both parties.

C.3.097.1.4 [Orig] Notice of cancellation of any inspection or test shall be provided to the USCG at least 48 hours in advance of the scheduled date. Cancelled events shall not be restarted without notifying the USCG at least 72 hours in advance unless otherwise approved by the COR.

C.3.097.2 [Orig] Inclining Experiment

C.3.097.2.1 [Orig] The vessel shall be inclined in accordance with ASTM F1321-2 to determine the weight and center of gravity. The inclining experiment shall be conducted as the first OTTS.

C.3.097.2.2 [Orig] At least three mechanisms to measure heel angle shall be used.

C.3.097.2.3 [Orig] At least one pendulum or water level shall be used in addition to any other means of measuring heel angle, such as electronic inclinometers.

C.3.097.2.4 [Orig] The Contractor shall prepare an Incline Test Plan that describes how the incline test will be completed, how the vessel will be supported, what weights will be used and

their placement, and how measurements are taken and recorded. All data sheets to be used in the inclining experiment shall be included in the Incline Test Plan.

C.3.097.2.5 [Orig] The vessel shall be inclined with the fuel tank(s) and any other spaces that might contain liquids, including the bilges, emptied.

C.3.097.2.6 [Orig] All inclining weights, scales, equipment for observations, cribbing, and other material required for the test shall be furnished by the Contractor. The Contractor shall also provide all labor necessary for preparing the vessel for the incline, installing apparatus, taking measurements and observations, handling lines, and shifting incline weights during the test.

C.3.097.2.7 [Orig] The Contractor shall prepare an Incline Test Report (in the Contractor's format) presenting the description and results of the incline test.

C.3.097.2.8 [Orig] The report shall include an error analysis determining the 95 percent confidence level accuracy of the data for displacement, moment-tangent slope, and of the resultant height of center of gravity above baseline or keel (KG).

C.3.097.3 [Orig] Speed, Power, and Fuel Consumption Characteristics Test

C.3.097.3.1 [Orig] The speed, power, and fuel consumption characteristics shall be demonstrated and recorded during this test. Speed runs shall be made in water at least 30 feet deep. At least 2 runs, 1 in each direction, shall be made for each speed over a minimum of 2 nautical miles and the results averaged. At least 3 speeds shall be used to prepare graphs of speed vs. engine RPM, engine percent load vs. engine RPM, fuel consumption vs. speed, fuel consumption vs. RPM, and running trim vs. speed. These trials shall be conducted in accordance with the test plan. This test may be performed in calm water condition, or above, as agreed on by the Contractor and the USCG. The test shall be conducted in three weight conditions: Full Load ATON, minimum operating, and a 50% fuel condition.

C.3.097.3.2 [Orig] The Contractor shall measure and record installed gauges and meter readings on each engine at each measured speed. The measurements shall be taken once each data point has been reached and stable for five minutes. The parameters shall be within acceptable ranges as specified by the OEM.

C.3.097.4 [Orig] Bollard Pull Test

C.3.097.4.1 [Orig] The Contractor shall conduct a bollard pull test on the vessel to determine the maximum available static bollard pull at full load icebreaking. The bollard pull test shall be conducted in accordance with the International Standard for Bollard Pull Trials prepared by: Bollard Pull Trials Industry Project Partners, MARIN 2019, with the following exceptions:

C.3.097.4.2 [Orig] If engine speed cannot be recorded digitally it may be recorded manually from the vessel's gauges or displays as frequently as practicable.

C.3.097.4.3 [Orig] Engine torque and power measurements are not required.

C.3.097.5 [Orig] Noise Test

C.3.097.5.1 [Orig] The Noise Test shall be conducted underway, at the full load ATON, and test the following operating conditions: Transiting at 10 knots, and holding station while operating crane.

C.3.097.5.2 [Orig] The Contractor shall prepare a Noise Test Report detailing the test and results.

C.3.097.6 [Orig] Lighting Survey

C.3.097.6.1 [Orig] The Contractor shall develop a test procedure and conduct a lighting survey to demonstrate all lighting system illuminance levels.

C.3.097.7 [Orig] Maneuvering Tests

C.3.097.7.1 [Orig] The Contractor shall develop a test procedure and demonstrate maneuvering performance in accordance with the procedures stated in ABS Guide for Vessel Maneuverability.

C.3.097.7.2 [Orig] The Contractor shall prepare a Maneuverability Test Report detailing the test performance and its results.

C.3.097.8 [Orig] Tow Bitts and Mooring Fittings Pull Test

C.3.097.8.1 [Orig] The mooring, towing, and anchoring fittings shall be tested by applying an external force for 10 minutes to demonstrate structural adequacy of the equipment and foundation. The test force shall be applied in the weakest direction identified within the normal arc of loading for each fitting and identified in the test procedure. No part of the equipment, fittings, and structure shall take a permanent set, nor shall degradation to any operating or control function occur because of the test. Testing load shall be at the rated strength.

C.3.098 [Orig] Mockups

C.3.098.1 [Orig] General

C.3.098.1.1 [Orig] The Contractor shall construct physical mockups of the pilothouse and aft deck (main deck aft of frame 35) on the vessel for physically evaluating the arrangements, at the build yard.

C.3.098.1.2 [Orig] A 3D model of the pilothouse and aft deck shall be provided in advance of Mockup Reviews. The mockup evaluation events will be in alignment with the design review process. The first Mockup shall be due prior to CDR.

C.3.098.1.3 [Orig] The USCG will use the 3D model and mockup to evaluate operations by the crew, access to controls, range of visibility and sightlines from seated and standing positions, accessibility to equipment, and all aspects of operations from the pilothouse and aft deck.

C.3.098.1.4 [Orig] The Contractor shall maintain and make the physical mockups and 3D model available to the USCG through the completion of CLIN -0001 and then dispose of the mockups unless otherwise directed by the Contracting Officer.

C.3.098.1.5 [Orig] Prior to disassembly, the Contractor shall consult with the COR for items the USCG desires to retain, and following disassembly, deliver any requested components to the COR at the Production Facility.

C.3.098.2 [Orig] Mockup Requirements

C.3.098.2.1 [Orig] The Contractor shall design and construct the mockups using MIL-M-23530A Sections 3.1, 3.2, 3.4, and 3.8 as guidance.

C.3.098.2.1.1 [Orig] Class 2 (reproduction of general shape and major external dimensions in sufficient detail to permit easy identification and to ensure arrangements compatibility with all adjacent equipment, components, and systems) for the following:

C.3.098.2.1.1.1 [Orig] FWD helm station control surfaces;

C.3.098.2.1.1.2 [Orig] AFT helm station control surfaces;

C.3.098.2.1.1.3 [Orig] Crane operator station;

C.3.098.2.1.1.4 [Orig] Seats;

C.3.098.2.1.1.5 [Orig] Displays; and

C.3.098.2.1.1.6 [Orig] Aft deck (this includes the towing tackle arrangement, crane, winches).

C.3.098.2.2 [Orig] All mockup components shall be labeled.

C.3.098.2.3 [Orig] Non-functioning mockups of individual components may be used, unless otherwise noted in this section, provided that all relevant functions and access points are conveyed.

C.3.098.2.4 [Orig] The mockups shall correctly reflect space and volume, egress passageways and aids (e.g., handholds, rails, steps), arrangements, location, and layout of controls of the represented space or area. The mockup does not need to reflect noise, vibration, climate, or environmental conditions that the vessel will experience. Mockups of spaces in the open air environment shall include the first overhead obstructions within eight vertical feet of the mockup deck.

C.3.098.2.5 [Orig] The Pilothouse and Aft Deck mockups shall be co-located for mockup evaluations and oriented and arranged spatially to each other reflective of the design.

C.3.098.3 [Orig] Mockup Materials

C.3.098.3.1 [Orig] The mockup shall be constructed of suitable durable materials (e.g., plywood, light-gauge aluminum) that will facilitate easy reconfiguration of vessel systems during the design review processes.

C.3.098.3.2 [Orig] Representative seats of the model/type planned for HSC-L shall be used in the mockup to demonstrate clearances, reach, and mounting.

C.3.099 [Orig] Photographs and Videos

C.3.099.1 [Orig] The Contractor shall allow the USCG to take photographs and video in the yard and onboard the vessel for USCG use. The Contractor shall establish a process for the USCG to take photographs and videos.

C.3.099.2 [Orig] Photographs and videos of the HSC-L taken by the Contractor shall be made available to the USCG and shall not be restricted by copyright, patent, or any other restraint in the use or disposition of any files or prints.

C.3.099.3 [Orig] The Contractor shall take identification photographs when the vessel is on trials. Photographs shall show the vessel with staging and other extraneous equipment removed to ensure a true representation of the vessel as it will appear when ready for sea.

C.3.631 [Orig] Paint

C.3.0631.1 [Orig] Contractor shall apply coatings in accordance with Paint Schedule **[CDRL 631-001 PS]**.

C.3.0631.2 [Orig] Contractor shall provide an independent Paint and Coatings Inspector certified as a "Specialist" in accordance with NACE or other recognized standard.

C.3.0631.3 [Orig] SFLC Std Spec 6310, Quality Assurance Forms shall be maintained by the Contractor and available upon request from the USCG.

(End of Section C)

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D.1 PACKAGING OF DATA AND SUPPLIES

(a) All data to be delivered shall be as specified in the contract.

(b) Supplies-

(1) Master Packing List: The Contractor shall prepare Master Packing Lists for all equipment to be shipped, detailing nomenclature, quantity, value, part number and whether the material is hazardous. All hazardous material shall be accompanied by the applicable Material Safety Data Sheets. Harzardous materials shall be packaged, labeled, and transported in accordance with all applicable Federal, State, and local regulations.

(2) Preservation: The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the Contract. When not otherwise specified, spare, repair parts, and material removed from the vessel for shipment to the USCG (as directed) shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.

D.2 IDENTIFICATION MARKING OF PARTS

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with the Contract. To the extent identification marking of such parts is not specified in the Contract, such marking shall be accomplished in accordance with the following:

(1) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

D.3 MARKING AND PACKING LISTS

(a) Marking: Shipments, shipping containers, and palletized unit loads shall be clearly marked to identify contract number, CLIN or Subline Item Number (SLIN), contractor name, and package number, unless explicitly specified otherwise in the Contract. Furthermore, all shipping containers and unit loads shall incorporate 2D barcoding in accordance with the USCG 2D Barcode Standard Data Elements.

(b) Packing List: A packing list identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. A copy of the packing list shall be placed inside or securely attached to the outside of each box for shipment, including if shipped with the vessel. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List: In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification: All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by original equipment manufacturer (OEM) part number and/or national stock number.

D.4 MARKINGS OF WARRANTED ITEMS

(a) Pursuant to the requirements of FAR 46.706(b)(5), the Contractor shall stamp or mark the items delivered or otherwise furnish notice with the items of the existence of the warranty. Brief markings shall include:

(1) A statement that a warranty exists.

(2) The substance of the warranty.

(3) The warranty duration.

(b) For commercial items, the Contractor's trade practice in warranty marking is acceptable if sufficient information is presented for supply personnel and users to identify warranted supplies.

D.5 VESSEL DELIVERY PREPARATION

(a) Vessels delivered under this contract shall be prepared for safe transit and delivery in accordance with the requirements of Section C and the Statement of Work.

D.6 ADVANCE SHIPPING NOTIFICATION (ASN)

(a) To ensure timely and accurate receipt of materiel at Government warehouses and to prevent "frustrated freight," the Contractor shall transmit an Advance Shipping Notification (ASN) to the designated Government representative prior to the shipment of any materiel intended for induction into a Government warehouse.

(b) This notification shall contain, at a minimum, the NSN, Part Number, CAGE code, PCCN, Item Name, Serial No., Weight and Dimensions, Quantity, Contract Number

(CLIN), value of material, and expected delivery date for each item, providing the Government with the necessary data to establish a due-in record with the receiving activity.

(End of Section D)

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E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with FAR 52.212-4(b), Inspection and Acceptance, incorporated in Section I of this solicitation. The following clause supplements the inspection and acceptance requirements applicable to this acquisition.

E.2 SUPPLEMENTAL INSPECTION REQUIREMENTS

The Contractor shall inspect and test each deliverable item of tangible property and supplies (including each vessel, system stock, spares, and support equipment) to verify that all requirements specified in Section C and applicable technical attachments identified in Section J are satisfied prior to delivery.

The Contractor shall prepare a DD Form 250, Material Inspection and Receiving Report, for each separate shipment of tangible property and supplies, and provide it to the Contracting Officer's Representative (COR) at the time of that shipment. A DD Form 250 is not required for the delivery of technical data or software submitted electronically via Contract Data Requirements Lists (CDRLs) unless explicitly mandated by the applicable Data Item Description (DID).

The Government reserves the right to conduct inspections during construction, testing, and prior to delivery to verify compliance with contract requirements.

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F.1 DELIVERY SCHEDULE

Deliveries and performance under this contract shall be conducted in accordance with the schedule specified in this section and the applicable delivery orders issued under this contract.

The Contractor shall deliver the Design and Engineering (SOW Section C.2.3) deliverable within 345 calendar days from the date of contract award. The Contractor shall deliver the lead vessel within 900 calendar days from the date of contract award. Follow-vessels ordered shall be delivered as proposed (within 180 days of the prior hull's provisional acceptance), unless otherwise specified in the respective delivery order.

The delivery rate shall not exceed four vessels per year, unless otherwise authorized by the Contracting Officer.

The Contractor shall provide associated system stock, outfitting, and required deliverables in accordance with the applicable CLIN structure identified in Section B and the technical requirements specified in the SOW and applicable attachments in Section J.

F.2 DELIVERABLES

The Contractor shall provide all supplies and services identified in Section B of this contract. Deliverables under this contract correspond to the Contract Line-Item Numbers (CLINs) and shall be provided in accordance with the Statement of Work (Section C), applicable attachments in Section J, and individual Delivery Orders issued under this contract.

Major deliverables under this contract include, but not limited to:

SOW #	Deliverable	Due Date
C.2.3	Design and Engineering	Within 345 calendar days of contract award
C.2.4	LLTM for Lead Hull through Hull 4	Concurrent with delivery of 00002AB
C.2.5	Production of Lead Vessel	Within 900 calendar days of the date of contract award
C.2.6	Follow Vessel Production 2-7	As proposed
C.2.4	LLTM for Hull 5 thru Hull 7	As proposed
C.2.7	Technical Data Submission-1	In accordance with the delivery order
C.2.7	Technical Data Submission-2	In accordance with the delivery order
C.2.7	Technical Data Submission-3 and Physical Configuration Audit	In accordance with the delivery order

SOW #	Deliverable	Due Date
C.2.8	Crew Familiarization Training	Within 3 days of Delivery, unless otherwise specified
C.2.9	Propellers (Port & Starboard)	In accordance with the delivery order
C.2.9	Propeller Shafting	In accordance with the delivery order
C.2.9	Main Propulsion Engine Set	In accordance with the delivery order
C.2.9	Reduction Gear	In accordance with the delivery order
C.2.9	Bow Thruster	If applicable and in accordance with the delivery order
C.2.9	Bow Thruster (variable frequency drive)	If applicable and in accordance with the delivery order
C.2.9	Ship Service Generator Set	In accordance with the delivery order
C.2.9	Key Switchboards / Breakers	In accordance with the delivery order
C.2.9	Rudder Stock	In accordance with the delivery order
C.2.9	Steering Gear Motor/Pump	In accordance with the delivery order
C.2.9	AC plant	In accordance with the delivery order
C.2.9	Articulating Crane	In accordance with the delivery order
C.2.9	Hydraulic Power Unit	In accordance with the delivery order
C.2.9	Buoy Deck Wench	In accordance with the delivery order
C.2.9	Major Maintenance Kits	In accordance with the delivery order
C.2.10	Operational Test Support	In accordance with the delivery order
C.2.11	Vessel Transport	In accordance with proposed delivery schedule
C.2.12	Special Studies and Events	In accordance with the delivery order
C.2.13	Capital Expenditures	As determined by KO
C.2.14	Display Model	6 months after PRR

a) The Contractor shall deliver CDRLs via the program directed IDE.
b) All data deliverables shall be submitted via the IDE. In the circumstance that CDRLs are unable to be submitted via IDE, CDRLs may be submitted using the following method) shall be delivered to the following address:

COMMANDANT (CG-SEA-A8)
U.S. Coast Guard Headquarters
ATTN: HSC Contracting Office, STOP 7800
2703 Martin Luther King Jr. Ave. SE
Washington, DC 20593-7800

Contracting Officer email: William.E.Lewis3@uscg.mil
Contract Specialist email: Christopher.A.Wellons@uscg.mil
Contracting Officer Representative: Brian.S.Waller@uscg.mil

F.3 DELIVERY LOCATIONS

Delivery locations for contract deliverables are identified below. Specific delivery instructions may be further defined within individual Delivery Orders issued under this contract.

a) Lead and Follow Vessels
Lead and follow vessels shall be delivered to:

COMMANDING OFFICER
U.S. Coast Guard Yard
2401 Hawkins Point Rd.
Baltimore, MD 21226

b) System Stock, Consumables, Training Material, and Other Associated Items
Items associated with CLIN 0008 including system stock, consumables, training materials, and other associated supplies shall be installed/stored on the appropriate HSC-L or delivered F.O.B., per contracting officer direction, to:

COMMANDING OFFICER
ATTN: HSC-L Project Officer
U.S. Coast Guard Surface Forces Logistics Center
Receiving Room, Building 88A
2401 Hawkins Point Road
Baltimore, MD 21226-1797

Receiving phone: (410) 762-6353
Receiving hours: 7:00 a.m. - 1:00 p.m.

c) Deep Insurance Spares (DIS)
Deep insurance spares shall be delivered F.O.B. to:

COMMANDING OFFICER
ATTN: HSC-L Project Officer
U.S. Coast Guard Surface Forces Logistics Center
Receiving Room, Building 88A
2401 Hawkins Point Road
Baltimore, MD 21226-1797

Receiving phone: (410) 762-6353
Receiving hours: 7:00 a.m. - 1:00 p.m.

If the contracting officer directs the deep insurance spares will be used as training aids, the Contractor shall deliver the training aids F.O.B. to:

Commanding Officer
USCG Training Center Yorktown
End of RT 238
Yorktown, VA 23690-5000

d) Long Lead Time Materials

The Contractor shall deliver the LLTM F.O.B. Destination to the Contractor's construction facility in time for LLTM's in-yard need date.

The long lead time equipment, material, software and commodities procured or manufactured is to be utilized for construction of or installation on the HSC-L. The equipment, material, and commodities procured or manufactured shall be considered Contractor Furnished Equipment (CFE). Furthermore, these items shall be covered by the Warranty clause of this contract. The cost of maintenance, storage and other efforts associated with the LLTM shall be contained in the respective ship production CLIN/SLINS.

e) Display Model

The display model(s) shall be delivered F.O.B. to:

COMMANDANT (CG-SEA-A8)
ATTN: HSC Program Manager, STOP 7800
U.S. Coast Guard Headquarters
2703 Martin Luther King Jr. Ave. SE
Washington, DC 20593-7800

f) Other CLINs / SLINs

For CLIN/SLINs without specific additional instructions highlighted herein, the details will be identified within each Delivery Order. All services shall be performed at the Contractor's facility unless a specific location is established in the issued delivery order.

F.4 DELIVERY TERMS

Delivery of vessels and associated supplies shall occur upon completion of production, successful completion of required inspections and testing in accordance with the SOW and Section E – Inspection and Acceptance, and Provisional Acceptance.

Risk of loss shall remain with the Contractor until delivery and Final Acceptance by the Government.

Transportation of completed vessels to the designated delivery location shall be performed by the Contractor in accordance with CLIN 0007 – Vessel Transport unless otherwise directed by the Contracting Officer.

Specific delivery schedules for each hull or deliverable item shall be established in the applicable Delivery Order issued under this contract.

F.5 PROVISIONAL ACCEPTANCE

Delivery of the vessel may not be started until Provisional Acceptance of the vessel has been made.

The vessel will be Provisionally Accepted at the builder's yard upon satisfactory completion of the following:

- Inspections and testing in accordance with Section E – Inspection and Acceptance
- Correction of identified deficiencies

Delivery of the vessel may not be started until Provisional Acceptance of the vessel is made at the Contractor's facility. Provisional acceptance may be issued with Contracting Officer sanctioned non-safety related outstanding minor deficiencies that the Contractor shall fix at a later date with appropriate withholding of payment.

The Contractor shall deliver the vessel to Government's facility as required in Contract Section F. The Contractor shall assume all costs associated with the delivery of the vessel.

The vessel shall be subject to a complete inspection at the time of delivery as required in Contract Section F.

F.6 FINAL ACCEPTANCE

The Contractor shall conduct crew familiarization training as required by CLIN -0004 Crew Familiarization Training at the delivery location.

The Contractor shall correct outstanding trial cards and provide warranty repairs following the USCG Post-Shakedown Availability at the USCG Yard, Baltimore, MD. Off-hour time will be made available for Shipbuilder employees or representatives to correct trial cards and provide warranty repairs.

Final Acceptance will be made following USCG Post-Shakedown Availability with the afloat and "Ready for Service", which is defined as fully operational and clean, vessel at the delivery point.

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G.1 AUTHORITY OF CONTRACTING OFFICER

a) All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

G.2 CONTRACT ADMINISTRATION

a) The Contracting Officer may designate in writing one or more Government employees, by position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer, and this authority is delegated in the designation.

b) The COR is responsible for monitoring contractor technical performance, reviewing deliverables, and verifying satisfactory performance but is not authorized to direct the contractor to perform work outside the scope of the contract.

c) Below are the contract administration POCs and contact information:

Procuring Contracting Officer:
William "Bill" Lewis
Email: William.E.Lewis3@uscg.mil

Administrative Contracting Officer:
TBD
Email: TBD@uscg.mil

Contract Specialist:
Christopher Wellons
Email: Christopher.A.Wellons@uscg.mil

Contracting Officer's Representative (COR):
CDR Brian Waller
Email: Brian.S.Waller@uscg.mil

Alternate Contracting Officer's Representative (COR):
TBD
Email: TBD@uscg.mil

G.3 ORDERING PROCEDURES

a) The Contracting Officer shall have the overall responsibility for the administration of the Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract. The CG-SEA-C Contracting Officer shall be the only individual authorized to take actions on behalf of the Government to amend, modify, or deviate from the IDIQ Contract terms, conditions, requirements, specifications, details, and delivery schedules. The Contracting Officer is responsible for the overall administration and final closeout of the IDIQ Contract and delivery orders, and when necessary, will provide scope oversight; serve as liaison between the Contractor and Government; issuing delivery orders; ensure compliance with the IDIQ Contract requirements; and issue needed modifications against the IDIQ Contract.

b) The Contractor will be directed to commence work via an order (Optional Form 347) or modification (Standard Form (SF-30)) sent from the Contracting Officer. The Contractor shall sign the SF-30 and return it to the Contracting Officer, or by start work when the Contracting Officer issues a unilateral delivery order via Optional Form 347.

G.4 ELECTRONIC INVOICING

Electronic invoicing under this contract shall be conducted in accordance with the following clause:

Coast Guard Acquisition Procedures (CGAP) 3032.7002-90: Invoice and voucher review and approval -

Electronic Submission of Payment Requests (FSMS Awards)

(a) Definitions. As used in these instructions -

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must: comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract. In addition, discount offerings and small business status if available must be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 must be provided.

(b) Except as provided in paragraph (c) of this clause, the Contractor must submit payment requests electronically using the **Invoice Processing Platform (IPP).** Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using a method other than IPP only when the contracting officer authorizes alternate procedures in writing in accordance with

Coast Guard procedures.

(d) If alternate payment procedures are authorized, the Contractor must include a copy of the contracting officer's written authorization with each payment request.

(e) IPP enrollment information is at https://www.uscg.mil/fincen/IPP/.
Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

Vendor training materials, including a first time login tutorial, are available on the https://www.ipp.gov/ website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities, ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basic of the system and to call in and ask the IPP team questions about the IPP application.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

Toll-free number: (866) 973-3131
Email address: IPPCustomerSupport@fiscal.treasury.gov
Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

Thank you in advance for taking the time to complete the registration process and for your continued support.

(f) Receiving Official:
CDR Brian Waller (brian.s.waller@uscg.mil).
Invoice Approver Official: CDR Brian Waller
Contracting Officer’s Representative: CDR Brian Waller

(End of clause)

G.5 CONTRACTOR REPRESENTATIVES AUTHORIZED TO SIGN DOCUMENTS

(a) Upon execution of the Contract, the Contractor shall provide a list to the Contracting Officer, which identifies those Contractor representatives who are authorized to sign written communications on behalf of the Contractor. The report shall specifically contain the following:

i. Name of individual authorized to sign Contractor-generated technical data and Contractor management type documentation, and

ii. Type of documentation each individual is authorized to sign. Upon addition or deletion of one or more names, the list shall be revised accordingly.

G.6 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE

(a) For use in the event your firm receives a contract as a result of the Solicitation, designate below the responsible official(s) who can receive notification of an improper invoice and answer any questions regarding the invoice.

Name: [TO BE COMPLETED AT CONTRACT AWARD]
Title:
Address:
Telephone Number:
Email address:

G.7 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

G.8 CONTRACTOR PERFORMANCE EVALUATION

Contractor Performance Assessment Reporting System (CPARS)

Interim and final evaluations of performance of the Contractor shall be conducted on this contract in accordance with FAR 42.15. The final performance evaluation shall be completed at the time of completion of work. Interim and final evaluations will be submitted to the Contractor as soon as practicable. The Contractor will be permitted thirty calendar days to review the document and to submit additional information or a rebutting statement.

(End of Section G)

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H.1 WARRANTY

The warranty requirements in this section supplement the warranty clause contained in FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services, paragraph (o), incorporated in Section I of this contract.

In the event of a conflict between FAR 52.212-4(o) and the requirements of this section, the requirements of this section shall govern.

(o) Warranty – (1) The Contractor agrees that any commercial warranties for supplies, commercial components of supplies, or services granted by the original equipment manufacturer (OEM) shall be transferred to the USCG. The Contractor agrees that the supplies, commercial components of supplies and services furnished under this contract shall be covered by the most favorable warranties the OEM gives to any customer for such supplies and services and that the rights and remedies provided herein are in addition to and do not limit any rights and remedies provided to the Government by law or by any other clause of this contract. The Contractor shall follow USCG policy for gas free certification and marine chemist requirements for warranty work completed at a USCG facility. This does not apply to any items provided as GFE.

(i) The workmanship, performance, and operation of each vessel and all installed systems shall be warranted by the Contractor against any defects or failures, when used for their intended purposes, for a period from delivery and final acceptance as shown below:

(A) Two years of "stem-to-stern," like "bumper-to-bumper," total vessel warranty that includes all equipment, material, and components;
(B) The lesser of three years or 1,800 hours on propulsion systems;
(C) Three years on navigation and communication electronics; and

(D) Five years on material and structural workmanship for hull, decks, other structures, and tanks.

(ii) The Contractor shall establish and maintain a warranty item correction program to ensure that all Contractor responsible warranty defects are corrected in an expedient manner. Warranty Engineer(s) shall be provided as necessary to:

Act as the principal point of contact between the Contractor and the vessel during the warranty period.

Authorize and coordinate vessel visits by vendor representatives and accomplishment of industrial work locally to correct warranty defects.

Conduct vessel visits as required to gain familiarity with scope and nature of the warranty defects and ensure satisfactory completion of such items.

Conduct liaison with the Program Officer or Representative to ensure that corrective actions are satisfactory and signed-off by the Government.

Whenever practicable, the Government will, in addition to giving the Contractor notice of any defect or nonconformance, afford the Contractor an opportunity to examine the defective supplies before they are replaced or corrected.

Contractor shall acknowledge warranty claims with a proposed resolution and timeline within 72 hours of notification.

Unless otherwise approved by the USCG, all warranty claims shall be resolved within 20 days of submission.

For any warranty claims not expected to be resolved within 20 days of submission, the Contractor shall submit a Warranty Repair Plan prior to the 20-day point that identifies steps, scope, and schedule for resolution.

For warranty work the Contractor shall cover all costs to complete the warranty repair. This includes any travel required to Continental United States locations.

If correction of defects during the warranty period requires a configuration change before the PCB has been set, the Contractor shall inform the USCG of the change with a recommendation for implementation on all delivered vessels and vessels in production. If the change is identified after the PCB has been set, the Contractor shall notify and submit an ECP to the USCG for approval.

(iii)All commercial component warranties that exceed the warranty terms herein shall be passed through to the USCG. Warranties that are passed through to the USCG shall be managed and monitored by the Contractor.

(2) Warranty Management – (i) The Contractor shall use the Fleet Management Information System (FMIS), or its successor system, to communicate warranty information and to coordinate warranty efforts. The following information should be captured in the FMIS either by the USCG or the Contractor:

(A) Initial data (Contractor) with delivery of First Vessel;
(B) Component breakdown (known as the Master Equipment Configuration List [MECL]);
(C) Draft technical and OEM manuals;
(D) Pre-delivery input (Contractor);
(E) Hull number;
(F) Serial numbers of installed component from the Serial Number Report;
(G) Date claim submitted (USCG);
(H) Date of remediation (USCG);
(I) Parts affected (USCG – expanded by Contractor if resolution warrants);
(J) Make/Model/Serial/Part Number Removed, Repaired, or Replaced (Contractor);
(K) Firmware/Software Version Removed, Repaired/Updated, or Replaced (Contractor);
(L) Nature of casualty (USCG); Actions taken (USCG and Contractor);
(M) Intended action (Contractor);
(Q) USCG hull number (USCG);
(R) USCG unit (USCG); and
(S) Engine hours (USCG).

H.2 CONTRACT FINANCING – COMMERCIAL INTERIM PAYMENTS

This contract provides commercial interim financing payments to the Contractor based on completion of specific contract milestones.

Milestones must be approved by the Contracting Officer or the Contracting Officer's Representative (COR) prior to payment. A milestone is considered complete when the evidence supporting completion has been verified and accepted by the Government.

The Contractor's facility must be accessible for visual observation by the COR upon notification of a completed milestone within ten days.

The Contractor may submit requests for interim financing payments no more frequently than once per month.

CLIN -0001 – Design & Engineering

Milestone	Percent	Evidence
Design & Engineering	80%	Monthly invoices based on proposed design duration
CDR	5%	Government letter of CDR Exit Criteria attainment
Lead Vessel PRR	15%	Government letter of PRR Exit Criteria attainment

CLIN -0002AA – Long Lead Time Materials (LLTM)

Milestone	Percent	Evidence
LLTM ordered	50%	Purchase orders issued
LLTM delivered	50%	Photos, serial numbers, bill of lading

CLIN -0002AB – Production

Milestone	Percent	Evidence
Keel Laying	20%	Completion of ceremony
Hull Complete	20%	Structural completion
Deckhouse Complete	20%	Deckhouse installed
Outfitting	15%	Vessel outfitted
Provisional Acceptance	10%	Provisional acceptance at build yard
Final Acceptance	15%	Acceptance at delivery location

CLIN -0003 – Technical Data Submissions
CLIN -0003 and its SLINs to be invoiced upon submission and acceptance of the applicable technical data requirements.

CLIN -0004 – Crew Familiarization Training
CLIN -0004 Crew Familiarization to be invoiced at completion of each training.

CLIN -0005 – Deep Insurance Spares
CLIN -0005 to be invoiced upon delivery confirmed by the USCG, as required by Section G.

CLIN -0006 – Operational Test Support
CLIN -0006 to be divided by number of months and invoiced monthly.

CLIN -0007 – Vessel Transport
CLIN -0007 to be invoiced upon delivery of the vessel and Final Acceptance by the USCG, as required by Section G.

CLIN -0008 – Special Studies and Events
CLIN -0008 invoices are to be submitted upon delivery, acceptance, or upon individual event completion (e.g., coordinate and host keel laying and christening events), and no more than monthly, or as agreed upon based on technical instruction.

CLIN -0009 – Capital Expenditures
Reserved.

CLIN -0010 – Display Model
CLIN -0010 invoices are to be submitted upon delivery of the display model(s) delivered in accordance with Section F.

Adequate Security for Government Financing

In accordance with FAR 32.202-4, the Government may require the Contractor to provide adequate security for any contract financing provided under this contract.

Acceptable forms of security may include:

- the Contractor's financial condition
- a paramount lien on assets acquired or produced under the contract
- other assets pledged as security
- other forms of security acceptable to the Government
    - An irrevocable letter of credit from a federally insured financial institution;
    - A bond from a surety, acceptable in accordance with part 28 (note that the bond must guarantee repayment of the unliquidated contract financing);
    - A guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership to the Contractor; or
    - Title to identified contractor assets of adequate worth.

The Contracting Officer will determine the adequacy of any proposed security at the Post Award Conference.

H.3 CONFIGURATION CONTROL

The Contractor shall maintain configuration control of the HSC-L design and production baseline.

The Contractor can propose changes to the contract requirements, address DMSMS/obsolete, or to the design after the delivery of the first vessel by submitting a DD Form 1692. Engineering Change Proposals (ECPs) shall:

- Describe the proposed change and why the change is needed. The description shall be in sufficient detail for the USCG to ascertain if it meets the contract requirements.
- Identify "Effectivity," or the first vessel in production on which this change will be implemented.
- Provide a recommendation on back fit for previously accepted vessels. This includes providing kits that contain all parts necessary to complete the engineering change.
- Identify all approved configuration and technical documentation that will require revision by listing them in block 16, "Documents Affected," of DD Form 1692.

Request for Variance (RFV) - The Contractor may propose variance from a particular requirement of an item's configuration baseline documentation for a specific hull or number of hulls, or for a specific period, by submitting a Request for Variance (RFV). An RFV differs from an engineering change because it does not require a change to the configuration baseline document but merely documents the authority for the specified hulls and their configuration documentation to differ from the baseline document. By submitting a DD Form 1694. The USCG will review RFVs. Upon acceptance in the form of a contract change, the Contracting Officer will authorize the Contractor to implement the RFV.

The Contractor shall not implement configuration changes without written approval from the Contracting Officer.

H.4 GOVERNMENT INSPECTION OF CONSTRUCTION

The Government reserves the right to inspect vessel construction at the Contractor's facility at any reasonable time during contract performance.

The Contractor shall provide reasonable access to construction areas, documentation, and production records necessary for Government inspection.

H.5 ECONOMIC PRICE ADJUSTMENT - MATERIAL

Adjustments are limited to **CLIN 0002AA – Long Lead Time Materials** and **Sub CLIN 0002AB – Production (specifically: Materials).**

a) On an annual basis starting on the first day of Ordering Period 2, the Contractor will provide the applicable Producer Price Index (PPI), entering the applicable PPI data into Attachment J-7's EPA worksheet, which will be reviewed by the Government to determine whether an adjustment to the contract price shall be made based on the price of the identified commodities. The price for these commodities may be adjusted up or down based on the annual change in the PPI. This will not extend to time periods beyond the contract completion date.

b) EPA will be applied to materials, including CLIN -0002AA Long Lead Time Materials and the Materials portion of CLIN -0002AB Production for the appropriate Ordering Periods.

c) EPA will only be applied when the net change of the composite PPIs results in a greater than 3% adjustment of the then current total contract price, with a maximum net EPA adjustment of 10% of the original unit price.

d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

Adjustments shall be based on the Bureau of Labor Statistics (BLS) Producer Price Index (PPI) per the following table:

BLS PPI - (not seasonally adjusted)	Series ID	Weight
Hot rolled steel bars, plates, and structural shapes	PCU3311103311107	10%
Nonferrous metals	WPU102	5%
General purpose machinery and equipment	WPU114	50%
Electrical machinery and equipment	WPU117	25%
Industrial Commodities	WPU03THRU15	10%

No adjustments shall apply to labor, overhead, or profit.

Adjustments may be requested at the beginning of each ordering period and shall apply only to delivery orders issued during that ordering period.

Computations shall be done by inserting the published BLS PPI for the indices described above and the spreadsheet in attachment J-7 – Pricing Schedule.

BLS PPI for PCU3311103311107
[Insert value at time of award]

BLS PPI for WPU102
[Insert value at time of award]

BLS PPI for WPU114
[Insert value at time of award]

BLS PPI for WPU117
[Insert value at time of award]

BLS PPI for WPU03THRU15
[Insert value at time of award]

H.6 ACCESS TO CONTRACTOR FACILITIES

The Contractor shall provide the Government access to facilities where work under this contract is being performed (including subcontractor facilities) for the purpose of inspection, surveillance, and verification of contract performance.

H.7 CAPITAL EXPENDITURES (CAPEX)

The Contractor will provide a Business Case Analysis (BCA) Post Award in the area of investments in facilities and process improvement projects regarding its effectiveness in providing cost savings, quality improvements, or schedule efficiencies to the Government.

Details are set forth below:

(a) In order to be considered for a CAPEX incentive payment, the Contractor must submit a fully supported Business Case Analysis (BCA) to the Program Manager. The BCA shall include a description of the specific objectives to be achieved, description and rationale for the proposed approach, the benefits that address the concerns of the Contractor and the Government, metrics for evaluation of investment benefits, a statement of investment risks and risk mitigation, a project framework and implementation timeframe, investment cost estimates and the portion of the investment proposed to be funded by the Contractor. The Contractor shall include return on investment calculations, calculate the net present value of savings on future USCG Ships. Approval shall be at the sole discretion of the Government and shall be based upon the Government's determination that the Contractor's proposed

CAPEX or Process Improvement project is in the best interests of the Government. In the event of the Government's approval of any such proposed project, the Government shall determine the amount of the Special Incentive to be paid to the Contractor, and the milestones, dates, and/or circumstances at which point(s) payment(s) of any such Special Incentive shall be paid. CAPEX incentives for those approved facility improvements or process improvement projects will be paid in accordance with the investment implementation timeframe included in the BCA, up to the total amount for this incentive, subject to availability of funds.

(b) The parties agree that, for the purpose of calculating depreciation expenses (FAR 31.205-11) and Facilities Capital Cost of Money (FCCM) (FAR 31.205-10) associated with the facilities and/or equipment acquired by the Contractor in accordance with this clause, any special incentive amount paid by the Government under this clause shall be excluded from the capitalized value of the facilities and/or equipment. This capitalized value (reduced by the special incentives) for facilities and/or equipment shall be utilized in the calculation of indirect rates for all Government contracts.

(c) In addition to paragraphs (a) and (b) above, the Contractor may submit BCAs for prime contractor or domestic manufacturer facility improvements or process improvement projects. Approval shall be at the sole discretion of the Government and shall be based upon the Government's determination that the proposed CAPEX or Process Improvement project is in the best interest of the Government. A CAPEX incentive for those approved facility improvements or process improvement projects will be paid in accordance with the investment implementation timeframe included in the BCA. CAPEX incentive payments may be made up to the total amount for this incentive, subject to availability of funds.

(d) Notwithstanding any other clause of this contract, if, in its sole discretion, the Government determines that any approved project significantly fails to meet the BCA savings estimates or fails to make progress in project execution therein contained, the Government may unilaterally revoke the prior approval for such project and may recover from the Contractor all or any portion of any Special Incentive amount(s) paid to the Contractor pursuant to paragraph (a) and (b) by withholding such amounts from any future payments to be made under this contract.

(e) All projects for which CAPEX incentives are paid to the Contractor under this clause shall be accounted for in accordance with the Contractor's disclosure statement.

(f) The parties acknowledge that they will have relied upon the approved BCA and the facilities/project investment evaluation model provided by the Contractor to the Government in establishing the amount of the CAPEX incentive available under this clause. In the event that either the Government or the Contractor discovers a formula or computational error in such model that would result in an overpayment of CAPEX incentive to the Contractor, the discovering party shall provide prompt written notice to the other, and the parties shall endeavor in good faith to negotiate the appropriate corrections to the BCA. The Contractor shall promptly refund to the Government any overpayment of CAPEX incentive resulting

from such modification.

(g) This incentive will be eligible for award until the total amount available for this incentive has been earned or until Ordering Period 3 has concluded.

(h) For the purpose of tracking the total CAPEX incentive amount in accordance with paragraphs (a) and (b), the following table reflects the approved BCAs, associated approval values and dates, and the difference between approved BCA amounts and the total dollar amounts stated.

BCA #	Date Approved	Approved Dollar Amount	Remaining CAPEX Incentive

H.8 ACCESS TO CONTRACTOR'S FACILITY

(a) Officers, employees and associates of other prime contractors with the Government and their subcontractors, shall, as authorized by the Contracting Officer, have at all reasonable times, admission to the Contractor's facility, where and as required, and be permitted within the Contractor's facility to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or contractors of the Government, as shall have been identified and authorized by the Contracting Officer, to be given admission to the contractor's facility, office space, work areas, storage or shop areas, or other facilities and services reasonable and necessary for the performance of the respective responsibilities involved.

(b) Reasonable access shall be provided to the Government to carry out its responsibilities under this contract.

H.9 ACCESS TO THE VESSELS

(a) Officers, employees and associates of other contractors with the Government and their subcontractors, shall, as authorized by the Government, have, at all reasonable times, admission and access to the Lead and follow hulls where and as required, and be permitted, within the plant and on the Lead and follow hulls to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or contractors of the Government, as they shall have been identified and authorized by the Government to be given admission and access to the Lead and follow hulls for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

H.10 CEREMONIES

All ceremonies surrounding the lead or follow ships shall be conducted in accordance with COMDINST M5031.1. The christening and pre- and post-ceremony activities are hosted by the Contractor. The Contractor will coordinate activities for public ceremonies for laying the keel and christening of the lead and follow ships with the Contracting Officer. The Contractor shall keep the Contracting Officer informed of all coordinated activities.

H.11 DISPOSITION OF GOVERNMENT FURNISHED EQUIPMENT / INFORMATION

Disposition instructions for the Government Furnished Equipment/Information will be given to the Contractor no later than 60 days after the final contract deliverable acceptance.

H.12 DISSEMINATION OF CONTRACT INFORMATION

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer. The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.13 GOVERNMENT FURNISHED INFORMATION AND PROPERTY

(a) The Government will provide only that information and property set forth in Section J, notwithstanding any term or condition of the specification(s) to the contrary. All property provided to Contractor by the Government under this contract shall be subject to FAR clause 52.245-1, "Government Property."

H.14 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

(a) The Contractor shall follow all safety and health related state and Federal statutes and corresponding state, Federal regulations protecting the environment, Contractor employees, and persons who live and work in and around Contractor and/or Federal facilities.

(b) The Contractor shall monitor its employees and ensure that they are following all safety regulations particular to the work areas. The Contractor shall ensure that its employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the facility where work is performed.

(b) Attention of the Contractor is directed to Public Law 91 596, approved December 29, 1970 (84 Stat. 1593, 29 USC 655) known as the "OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970" and to the "OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIPYARD EMPLOYMENT" promulgated hereunder by the

Secretary of Labor (29 CFR. 1910 and 1915). These regulations apply to all shipbuilding and related work, as defined in the regulations. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

H.15 ENGINEERING AND NON-ENGINEERING CHANGES

In the event that the Government would like the Contractor to conduct special studies, procurements, analyses, or events in support of this contract. The Government will issue an Engineering Change Proposal (ECP) to the Contractor. The Contractor will be notified of the work to be performed in writing. The Contractor shall respond within the time established by the Government for response (will vary on an order-by-order basis but is typically within seventy-two (72) hours) with a formal proposal responding to all specific requests for technical and/or pricing information. Supporting data to the price proposal may include a basis of estimate to include a breakdown of labor and materials as applicable, broken down by task. Any amount proposed for subcontracts shall be supported by a separate, similar price breakdown and upon the Government's request confirmation that the subcontracts were competed and a summary of the competition. The Government will not reimburse proposal preparation costs.

(i) Materials

a. Materials shall be charged at actual cost and as agreed to by the Contracting Officer. Materials shall be best commercial quality available except where a precise specification is indicated, in which case the specification shall apply.

Allowable Material Cost: Material cost is the actual cost paid by the Contractor for raw materials, parts, subassemblies, components, and manufacturing supplies. Material cost may include such collateral items as inbound transportation and in-transit insurance. The cost of supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control; subcontracts for supplies and incidental services for which there is not a labor category specified in the contract are allowable material cost. Material cost includes other direct costs (e.g., travel, computer usage charges, etc.) and applicable indirect costs when authorized by the Contracting Officer.

The estimate material cost specified in the schedule is a not to exceed amount, which shall be applied to orders to cover material cost for engineering and non-engineering change orders. The material cost, not to exceed amount, may be negotiated at the time of order/modification by the Contracting Officer.

(ii) Labor: The composite labor rates, non-engineering and engineering, offered shall be the sole labor hour rates used to price the prime contractor's direct labor hours for contract changes or new orders. The composite labor rates shall include wages, overhead, general and administrative expenses, and profit for each category of labor. The Contractor shall not receive any compensation in addition to these rates for the prime contractor's direct labor

associated with such changes under this contract.

a. The composite labor hour rates will be applied to non-engineering and engineering composite labor and shall be fully burdened. Support functions for such engineering efforts are to be priced into the composite labor rates and will not be separately priced. This exclusion of support function hours applies whether such support functions are normally charged directly or indirectly by the Contractor's accounting system.

   (1) Non-engineering labor hours are those labor categories whose jobs primarily involve touch labor. The work products typically consist of: 1) completed industrial processes such as installation and removal of hull, mechanical, and electrical components; 2) simple and repetitive physical tasks. Examples include Engineering Technicians (e.g., mechanical and electronic), Metalworkers, Electricians, HAZMAT Handlers, Pipefitters, Machinists, Welders, Painters, Riggers, and helpers/apprentices for skilled trades. Typical education may include high school diploma and some post-secondary formal technical training (which may include some college), some high school with or without a diploma, and minimal technical training, primarily received on-the-job.

   (2) Engineering labor hours are those labor categories whose jobs primarily include supervisory and engineering labor such as: Program Managers, Project Managers, Engineers, Logisticians, Analysts, and Estimators. Their work products primarily involve: 1) resource management decisions that guide the overall course of the project by delivering the right balance of cost, performance, and schedule; 2) organizing, evaluating, and synthesizing multidisciplinary sources of information into written deliverables, such as plans, procedures, drawings, and reports, that are detailed instructions for specialized and skilled tradespersons. Personnel in the engineering labor category are those who direct and supervise the assignment and output of other workers, often through intermediaries. Typical education levels are a bachelor's or master's degree.

b. The Contractor is required to have and/or furnish all tools and equipment incidental to each bench trade. Supplies such as wiping rags, hacksaw blades, sandpaper, welding wire, helium, etc. are to be furnished by the Contractor.

(End of Section H)

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I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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 this address: https://www.acquisition.gov/

Clause Number	Title	Date
52.203-6	Restrictions on Subcontractor Sales to the Government, with Alternate I	JUN 2020 / NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentially Agreements or Statements	JAN 2017
52.222-3	Convict Labor	JUN 2003
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2025
52.225-5	Trade Agreements	NOV 2023
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018

I.2 FEDERAL ACQUISITION REGUALTION (FAR) CLAUSES INCORPORATED IN FULL TEXT

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (NOV 2023) (DHS-USCG Deviation 14-01)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the enhancement of whistleblower protections for Contractor employees established at 10 U.S.C. 2409 by section 827 of the NDAA for FY 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in section 3.908 of the FAR.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

FAR 52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of the Level Above the Contracting Officer and shall not be binding until so approved.

(End of clause)

FAR 52.204-13 System for Award Management Maintenance (AUG 2025) (DEVIATION 25-19)

(a) Definitions. As used in this clause— Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Active registration.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) Novation and change-of-name agreements.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —
(i) Change the legal business name in SAM;
(ii) Comply with the requirements of FAR part 42; and
(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) 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.

(d) Assignees.

(1) The Contractor shall not change the legal business 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 part 32). Assignees shall be separately registered in SAM.

(2) 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 incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (NOV 2025) (DEVIATION 25-27)

(a) Definition. As used in this clause— Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is–
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

FAR 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2025) (DEVIATION 25-27)

(a) Definitions. As used in this clause

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).

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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

FAR 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000). [A00001]

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $3,842 per calendar day of delay beyond proposed delivery date per vessel ~~schedule~~.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) 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 Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) 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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) 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.

(4) 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.

(5) 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 for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(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 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. 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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.

(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. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(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) 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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User 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 (s)(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.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period

required by statute, or periods specified in 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 clause 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.

(u) 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.

(End of clause)

FAR 52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five (5) years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

FAR 52.216-19 Order Limitations (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than "$500.00", the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a combination of items in excess of "200,000,000.00"; or

(2) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from expiration of the contract.

(End of clause)

FAR 52.219-6 Notice of Total Small Business Set-Aside (OCT 2025) (DEVIATION 26-03)

(a) Definition. Small business concern, as used in this clause—
(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 size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, 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.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

FAR 52.219-8 Utilization of Small Business Concerns (OCT 2025) (DEVIATION 26-03)

(a) Definitions. As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent of which is owned and controlled (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 the threshold at 13 CFR 124.104(c)(2) 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.

Veteran-owned small business (VOSB) 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 small business (WOSB) 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;

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

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c) (1) A joint venture qualifies as a small business concern if—
(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)"; and

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor—
(i) Is registered in SAM; and
(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

(End of clause)

FAR 52.219-14 Limitations on Subcontracting (OCT 2025) (DEVIATION 26-03)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
□ By the end of the base term of the contract and then by the end of each subsequent option period; or
X By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

FAR 52.219-33 Nonmanufacturer Rule (OCT 2025) (DEVIATION 26-03)

(a) Definitions. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item. Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—
(i) Contracts that have been awarded pursuant to a set-aside for any of the small business concerns identified in 19.000(a)(3);
(ii) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
(iii) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business under multiple-award contracts, as described in 8.4 and 16.5;
(iv) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts as described in 8.4 and 16.5; and
(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern unless the Contractor waived the evaluation preference.

(c) Requirements.
(1) The Contractor shall—
(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;
(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies (OCT 2025) (DEVIATION 26-10)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract. (2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4. (3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 in accordance with the procedures in FAR subpart 9.4.

(End of clause)

FAR 52.222-35 Equal Opportunity for Veterans (OCT 2025) (DEVIATION 26-10)

(a) Definitions. As used in this clause- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (OCT 2025) (DEVIATION 26-10)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-37 Employment Reports on Veterans (OCT 2025) (DEVIATION 26-10)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the

contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

FAR 52.222-54 Employment Eligibility Verification (OCT 2025) (DEVIATION 26-10)

(a) Definitions. As used in this clause

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) All new employees.
(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.
(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-
(1) Is for— (i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

FAR 52.223-23 Sustainable Products and Services (OCT 2025) (DEVIATION 26-12)

(a) Definitions. As used in this clause— Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program 7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

FAR 52.225-8 Duty-Free Entry (Oct 2025)

(a) *Definition*. "*Customs territory of the United States*" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the *Contracting Officer*, the Contractor *shall* not include in the contract price any amount for duties on *supplies* specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to *supplies* not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor *shall* notify the *Contracting Officer in writing* of any purchase of foreign *supplies* (including, without limitation, raw materials, *components*, and intermediate assemblies) in excess of $20,000 that are to be imported into the *customs territory of the United States* for delivery to the Government under this contract, either as *end products* or for incorporation into *end products*. The Contractor *shall* furnish the notice to the *Contracting Officer* at least 20 calendar days before the importation. The notice *shall* identify the-

(i) Foreign *supplies*;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The *Contracting Officer* will determine whether any of these *supplies should* be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the *Contracting Officer*, the contract price *shall* be reduced by (or the allowable cost *shall* not include) the amount of duty that would be payable if the *supplies* were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign *supplies* if-

(1) The *supplies* are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these *supplies* to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor *shall claim* duty-free entry only for *supplies* to be delivered to the Government under this contract, either as *end products* or incorporated into *end products*, and *shall* pay duty on *supplies*, or any portion of them, other than *scrap*, salvage, or competitive sale

authorized by the *Contracting Officer*, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for *supplies* to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these *supplies*.

(g) Shipping documents for *supplies* to be accorded duty-free entry *shall* consign the *shipments* to the *contracting* agency in care of the Contractor and *shall* include the-

(1) Delivery address of the Contractor (or *contracting* agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "*UNITED STATES* GOVERNMENT, _____ *[agency]* _____, Duty-free entry to be claimed pursuant to Item No(s) _____*[from Tariff Schedules]*_____, Harmonized Tariff Schedules of the *United States*. Upon arrival of *shipment* at port of entry, District Director of Customs, please release *shipment* under 19 CFR Part 142 and notify *[cognizant contract administration office]* for execution of Customs Forms7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if *freight* is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in *United States* dollars.

(h) The Contractor *shall* instruct the foreign supplier to-

(1) Consign the *shipment* as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "*UNITED STATES* GOVERNMENT" and the title of the *contracting* agency; and

(3) Include with the *shipment* at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor *shall* provide written notice to the cognizant *contract administration office* immediately after notification by the *Contracting Officer* that duty-free entry will be accorded foreign *supplies* or, for duty-free *supplies* identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice *shall* identify the-

(1) Foreign *supplies*;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor *shall* include the substance of this clause in any subcontract if-

(1) *Supplies* identified in the Schedule to be accorded duty-free entry will be imported into the *customs territory of the United States*; or

(2) Other foreign *supplies* in excess of $20,000 *may* be imported into the *customs territory of the United States*.

(End of clause)

FAR 52.227-14 Rights in Data-General (MAY 2014), Alternate II, Alternate IV, Alternate V (DEC 2007)

(a) Definitions. As used in this clause-

Computer database or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or

management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) *Data first produced in the performance of this contract.*

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or

on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

Alternate II (Dec 2007). As prescribed in 27.409 (b)(3), insert the following paragraph (g)(3) in the basic clause:

(g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the

delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under *Government Contract No.* _____ (and *subcontract* _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *[Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.]*

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Alternate IV (Dec 2007). As prescribed in 27.409 (b)(5), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c) *Copyright*-(1) *Data first produced in the performance of the contract*. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

Alternate V (Dec 2007). As prescribed in 27.409 (b)(6), add the following paragraph (j) to the basic clause:

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating

work performance. When the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services.

Terms for Financing of Purchases of *Commercial Products* and *Commercial Services* (Nov 2021)

(a) *Contractor entitlement to financing payments.* The Contractor *may* request, and the Government *shall* pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the *supplies* deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause*. If this contract is terminated for cause, the Contractor *shall*, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government *shall* be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation (FAR) 52.212-4, Contract Terms and Conditions—*Commercial Products and Commercial Services*.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment *shall* be made under this contract. Upon receipt of adequate security, financing payments *shall* be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the *Contracting Officer* determines that the security provided by the Contractor is insufficient, the Contractor *shall* promptly provide such additional security as the *Contracting Officer* determines necessary. In the event the Contractor fails to provide such additional security, the *Contracting Officer may* collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor *shall* repay to the Government the amount of unliquidated financing payments as the *Contracting Officer* at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause *shall*-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) *Shall* not be exclusive, but rather *shall* be in addition to any other rights and remedies provided by law or this contract; and

(ii) *Shall* not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor *shall* such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment*. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the *Contracting Officer*.

(f) *Limitation on frequency of financing payments*. Contractor financing payments *shall* be provided no more frequently than monthly.

(g) *Dates for payment*. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause*. In the event of any conflict between the terms proposed by the *offeror* in response to an invitation to propose financing terms (FAR 52.232-31) and the terms in this clause, the terms of this clause *shall* govern.

(End of clause)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels.

Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of1954 (46 U.S.C.App.1241(b)) requires that Federal departments and agencies *shall* transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that *may* be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation *shall* be accomplished when any equipment, materials, or commodities, located within or outside the *United States*, that *may* be

transported by ocean vessel are-

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the *United States* advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the *United States*.

(b) The Contractor *shall* use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)

(1) The Contractor *shall* submit one legible copy of a rated on-board ocean bill of lading for each *shipment* to both-

(i) The *Contracting Officer*, and

(ii) The:

Office of Cargo Preference Maritime Administration (MAR-590) 400 Seventh Street, SW Washington DC 20590.

Subcontractor bills of lading *shall* be submitted through the Prime Contractor.

(2) The Contractor *shall* furnish these bill of lading copies (i) within 20 working days of the date of loading for *shipments* originating in the *United States*, or (ii) within 30 working days for *shipments* originating outside the *United States*. Each bill of lading copy *shall* contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean *freight* revenue in U.S. dollars.

(d) The Contractor *shall* insert the substance of this clause, including this paragraph (d), in all subcontracts or *purchase orders* under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to-

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of *supplies* purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of1961 (22 U.S.C. 2353);

(3) *Shipments* of classified *supplies* when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or *purchase orders* for the *acquisition* of *commercial products* or *commercial services* unless-

(i) This contract is-

(A) A contract or agreement for ocean transportation services; or

(B) A *construction* contract; or

(ii) The *supplies* being transported are-

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for *f.o.b. destination shipment*); or

(B) Shipped in direct support of U.S. military-

(1) *Contingency operations*;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization *humanitarian or peacekeeping operations*.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels *may* be obtained from the:

Office of Costs and Rates Maritime Administration 400 Seventh Street, SW Washington DC 20590 Phone: (202) 366-4610.

(End of clause)

Alternate I (Apr 2003). As prescribed in 47.507 (a)(2), substitute the following paragraphs (a) and (b) for paragraphs (a) and (b) of the basic clause:

(a) Except as provided in paragraphs (b) and (e) of this clause, the Contractor *shall* use privately owned U.S.-flag commercial vessels, and no others, in the ocean transportation of any *supplies* to be furnished under this contract.

(b) If such vessels are not available for timely *shipment* at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels, the Contractor *shall* notify the *Contracting Officer* and request (1) authorization to ship in foreign-flag vessels or (2) designation of available U.S.-flag vessels. If the Contractor is authorized *in writing* by the *Contracting Officer* to ship the *supplies* in foreign-flag vessels, the contract price *shall* be equitably adjusted to reflect the difference in costs of shipping the *supplies* in privately owned U.S.-flag commercial vessels and in foreign-flag vessels.

Alternate II (Nov 2021) . As prescribed in 47.507 (a)(3), substitute the following paragraph (e) for paragraph (e) of the basic clause:

(e) The requirement in paragraph (a) does not apply to-

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of *supplies* purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of1961 (22 U.S.C. 2353); and

(3) *Shipments* of classified *supplies* when the classification prohibits the use of non-Government vessels.

(4) Subcontracts or *purchase orders* under this contract for the *acquisition of commercial products* or *commercial services* unless the *supplies* being transported are-

(i) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items *for f.o.b.*

destination shipment); or

(ii) *Shipments* in direct support of U.S. military-

(A) *Contingency operations*;

(B) Exercises; or

(C) Forces deployed in connection with United Nations or North Atlantic Treaty Organization *humanitarian or peacekeeping operations*. (*Note*: This contract requires *shipment* of *commercial products* in direct support of U.S. military *contingency operations*, exercises, or forces deployed in connection with United Nations or North Atlantic Treaty Organization *humanitarian or peacekeeping operations*.)

FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.3 HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES IN FULL TEXT

HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.
Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:
Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—
(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group. Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.
(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;
(ii) options;
(iii)contracts to acquire stock;
(iv)convertible debt instruments; and
(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

HSAR 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Jul 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(b) *Clauses*.
X 3052.203–70 Instructions for Contractor Disclosure of Violations.
X 3052.205–70 Advertisement, Publicizing Awards, and Releases.
X 3052.242–72 Contracting Officer's Representative.
X 3052.249–90 Contract Termination (USCG).

(End of clause)

COAST GUARD ACQUISITION PROCEDURES (CGAP) CONTRACT CLAUSES

FACILITY AND COMPUTER ACCESS

Trusted Associate Sponsorship System (TASS)

(a) "Contractor employee" means an employee of a firm, or an individual, under contract or subcontract to the Coast Guard to provide services who also requires one or more of the following:

- Physical access to multiple Coast Guard facilities or multiple federally controlled facilities on behalf of the Coast Guard on a recurring basis (a minimum of 2 times per week and/or 8 times per month) for a period of 6 months or more.
- Remote access, via logon, to Coast Guard network using Coast Guard-approved remote access procedures.
- Both physical access to Coast Guard facility and logical access, via logon, to Coast Guard networks on-site or remotely. Access to the Coast Guard network must require the use of a computer with Government-controlled configuration or use of Coast Guard-approved remote access procedure in accordance with the Defense Information Systems Agency (DISA) Security Technical Implementation Guide.

(b) Homeland Security Presidential Directive (HSPD)-12 mandates a Federal standard for secure and reliable forms of identification for Federal employees and contractor employees. The Common Access Card (CAC) is a personal identification card for the Department of Defense/Uniformed Services and complies with HSPD-12. The Coast Guard has instituted the CAC as its HSPD-12 compliant personal identification card for contractor and subcontractor employees who are required to access a Coast Guard, Department of Defense (DOD), or other federally-controlled computer information system and/or facility, or need public key infrastructure (PKI) authentication to perform their contractual duties. The Trusted Associate Sponsorship System (TASS) is the automated application process for obtaining a CAC.

(c) Contractor and subcontractor employees working pursuant to this contract who are required to access a Coast Guard, DOD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform their contractual duties shall use TASS to obtain a CAC.

(d) The Contracting Officer Representative (COR) or Assisting Contracting Officer Representative (ACOR) is the TASS Trusted Agent (TA) and initiates contractor accounts in the TASS, approving, returning, or rejecting CAC applications (as applicable); re-verifying assigned contractors every six months; revoking contractor and employee eligibility for a CAC.

(e) The TA ensures that contractor personnel satisfy the security requirements for CAC issuance prior to creating the CAC application in TASS. Current investigative requirements shall be

verified according to Commandant Instruction COMDTINST 5500.18, Coast Guard Trusted Associate Sponsorship System. The initial CAC issuance requires a favorably adjudicated Tier 1 investigation (equivalent or higher) or a Tier 1 background investigation (BI) (equivalent or higher) package that has been successfully scheduled with the investigative service provider (ISP) and a FBI fingerprint check with favorable results. The TA and Sponsor or other appropriate Federal Government representative must coordinate with the unit BI Verifier (Command Security Officer /Trusted Agent Security Manager) or the U.S. Coast Guard Security (SECCEN) to confirm the appropriate investigation has been favorably adjudicated or scheduled at the ISP with favorable FBI fingerprint results.

(f) The COR or Contracting Officer provides such forms to, or requests such information from, contractor employees that may be necessary for obtaining a CAC via the TASS. The Contractor submits completed forms and information as directed by the COR or Contracting Officer. Contractors are responsible for the accuracy and completeness of the information submitted and for any liability resulting from the Government's reliance on inaccurate or incomplete information.

(g) Contractor employees who are declined via the TASS are ineligible to perform work under this contract.

(h) When an employee with a CAC is no longer performing work under this contract, the employee must return the CAC to the COR/TA or Contracting Officer on the same day the employee stops working.

(i) The contractor shall insert this clause in all subcontracts when a subcontractor's employee is required to access a Coast Guard, DOD, or other federally-controlled computer information system and/or facility, or need PKI authentication to perform contractual duties.

(End of Clause)

(End of Section I)

ATTACHMENT INDEX

Sect	#	Description	Distro
J	1	Part 1: HSC-L System Specification Part 2: PPD-589-001 Detail Specification for Buoy Crane	A
J	1A	[Reserved] To be provided at Phase 2	A
J	1B	[Reserved] To be provided at Phase 2	A
J	1C	[Reserved] To be provided at Phase 2	A
J	1D	[Reserved] To be provided at Phase 2	A
J	1E	[Reserved] To be provided at Phase 2	A
J	1F	[Reserved] To be provided at Phase 2	A
J	1G	[Reserved] To be provided at Phase 2	A
J	1H	[Reserved] To be provided at Phase 2	A
J	1I	[Reserved] To be provided at Phase 2	A
J	1J	[Reserved] To be provided at Phase 2	A
J	1K	[Reserved] To be provided at Phase 2	A
J	1L	[Reserved] To be provided at Phase 2	A
J	1M	[Reserved] To be provided at Phase 2	A
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J	3	Past Performance Questionnaire	A
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J	5	[Reserved]	A
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J	7	Pricing Schedule	A
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J	13E	[Reserved] To be provided at Phase 2	A
J	13F	[Reserved] To be provided at Phase 2	A
J	13G	[Reserved] To be provided at Phase 2	A
J	13H	[Reserved] To be provided at Phase 2	A

(End of Section J)

K.1 FEDERAL ACQUISITION REGUALTION (FAR) PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.204-7 System for Award Management (AUG 2025) (DEVIATION 25-19)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) Definitions. As used in this provision— Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management— Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

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) Identifiers. The Offeror shall obtain and provide the following identifying information:

(1) Unique entity identifier (UEI).
(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) 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 UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) Taxpayer identification number (TIN).
(i) The Offeror shall provide its TIN or related information 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 IRS. The Offeror shall consent for TIN validation; and

(3) Commercial and Government Entity (CAGE) code.
(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for— (A) Itself; (B) Its immediate owner(s), if any; (C) Its highest-level owner, if any; and (D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.
(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).
(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is… Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) Representations and certifications.
(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

52.204-5 Women-Owned Business (Other Than Small Business) Oct 2014
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation Nov 2015
52.209-5 Certification Regarding Responsibility Matters Aug 2020
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law Feb 2016
52.219-1 Small Business Program Representations Feb 2024
52.219-1 Alt I Small Business Program Representations, with its Alternate I Feb 2024
52.219-1 Alt II Small Business Program Representations, with its Alternate II Mar 2023
52.226-2 Historically Black College or University and Minority Institution Representation Oct 2014
(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) Other information. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

FAR 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation (NOV 2025) (DEVIATION 25-27)

(a) Definitions. As used in this clause—

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).

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.

(b) 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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It __ is, __ is not an inverted domestic corporation; and

(2) It __ is, __ is not a subsidiary of an inverted domestic corporation.

(End of provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (NOV 2025) (DEVIATION 25-27)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) 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. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) 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) The Offeror has __ has not __, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

FAR 52.209-7 Information Regarding Responsibility Matters (NOV 2025) (DEVIATION 25-27)

(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 (FAPIIS) 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 FAPIIS 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)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (NOV 2025) (DEVIATION 25-27)

(a) 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)

FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2021)

(a) *Definition*.

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.

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin

(c) *Certification*. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) __ The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) __ The offeror may supply an end product listed in paragraph (b) 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 such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

FAR 52.225-6 Trade Agreements Certificate (FEB 2021)

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

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

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation. 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 those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
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This solicitation is issued using the procedures of **FAR Part 12, Acquisition of Commercial Products and Commercial Services**, in conjunction with **FAR Part 15, Contracting by Negotiation**. The provision FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services (**DEVIATION AUG 2025**) incorporated by reference and supplemented with the following addendum:

L.1 SOLICITATION INSTRUCTIONS

(a) The Government intends to utilize a **two-phase advisory down-select process** to evaluate proposals in accordance with the evaluation procedures described in **Section M – Evaluation Factors for Award**, outlined below.

Phase I

Factor 1 – Design and Production Capability

Factor 2 – Past Performance

Phase II

Factor 3 – Project Approach

Factor 4 – Schedule

Factor 5 – Price

(b) In Phase 1, the Government will evaluate Offerors' Design and Production Capability and Past Performance to determine which Offerors represent the most highly rated proposals. To help inform Offeror's proposals, the Government will provide ~~principal characteristics and general arrangement~~ the placemat design of the preliminary HSC-L ~~design artifacts,~~ which will be updated prior to Phase 2.

(c) After completion of Phase 1 evaluations, the Government intends to issue advisory down-select notifications after the Phase 1 proposal submission deadline identifying the Offerors that the Government recommends proceeding to Phase 2.

(d) The advisory down-select process is intended to reduce proposal preparation burden on Offerors.

(e) In Phase 2, the Government will provide the Contract Design to Offerors and evaluate Project Approach, Schedule, and Price. The Government may establish a competitive range. The Offerors shall use the Contract Design to inform Phase 2 responses.

(f) The Government intends to evaluate proposals and may make award without discussions. Offerors should therefore submit proposals containing their best terms initially.

(g) Proposals submitted in response to this solicitation shall remain valid for 250 calendar days after the proposal submission deadline.

L.2 PROPOSAL SUBMISSION DETAILS

(a) Phase 1 proposals shall be submitted no later than:

1200 PM ~~1700~~ (U.S. Eastern Time) on 20 July 2026 ~~14 July 2026.~~

(b) Proposals shall be submitted electronically to Contracting Officer, William "Bill" Lewis, at William.E.Lewis3@uscg.mil and the Contract Specialist, Christopher Wellons, at Christopher.A.Wellons@uscg.mil. Files exceeding 10 MB shall be submitted via DoD SAFE, https://safe.apps.mil/. Offerors must email the Contracting Officer and Contract Specialist to receive a document delivery request via DoD SAFE. The request is valid for 14 days; Offerors and their team members are encouraged to request a drop-off code as soon as possible but no later than three days in advance of the relevant due date. Offerors are responsible for ensuring all proposal submissions are received prior to the date and time identified above.

(c) After completion of Phase 1 evaluations, the Government will issue advisory down-select notifications. The final design will be provided to Offerors that elect to continue to Phase 2.

(d) Phase 2 proposal due dates will be included in a subsequent solicitation amendment.

L.3 QUESTIONS AND REQUESTS FOR CLARIFICATION

(a) Questions regarding this solicitation shall be submitted in writing via email to the Contracting Officer and Contract Specialist.

(b) Questions shall be submitted no later than:

1700 (U.S. Eastern Time) on 6 July 2026

(c) Questions received after this date may not be answered.

(d) Responses to questions may be provided through formal solicitation amendment.

(e) Phase 2 question and answer due dates will be included in a subsequent solicitation amendment.

L.4 PROPOSAL ORGANIZATION

Offerors shall organize proposals into the following three volumes.

Phase 1 Proposal

Volume I – Cover Letter

Volume I – Design and Production Capability

Volume I – Past Performance

Phase 2 Proposal (for Offerors continuing to Phase 2)

Volume II – Project Approach

Volume II – Schedule

Volume III – Price Proposal

L.5 PAGE LIMITATIONS

The following page limitations apply:

Volume	Description	Page Limit
I	Cover Letter	No page limit
I	Table of Contents	No page limit
I	Design and Production Capability	5 pages
I	Past Performance	6 pages total
II	Project Approach	15 pages
II	Schedule Narrative	5 pages
II	Schedule	No page limit
III	Pricing Schedule	No page limit

The page limits include:

- Text
- Graphs
- Tables
- Illustrations

The following do not count toward page limitations:

- Gantt Chart for schedule
- Sand Chart for backlog
- Images of existing facilities and equipment
- Past Performance Questionnaires

Pages exceeding the stated page limits will not be evaluated.

L.6 PROPOSAL FORMATTING REQUIREMENTS

Proposals shall comply with the following formatting requirements:

- Page size: 8.5 x 11 inches
- Margins: minimum 1 inch on all sides
- Font: Times New Roman, 12-point minimum
- Spacing: single or greater

These formatting requirements apply to all proposal volumes unless otherwise specified.

L.7 PROPOSAL FILE NAMING CONVENTION

Offerors shall label proposal files using the following format:

- Volume I – Cover Letter
- Volume I – Design and Production Capability
- Volume I – Past Performance
- Volume II – Project Approach
- Volume II – Schedule
- Volume III – Price Proposal

Files shall be clearly labeled and organized to facilitate Government evaluation.

L.8 ADVISORY DOWN-SELECT NOTICE AND PARTICIPATION

(a) After evaluation of Phase 1 proposals, the Government intends to issue advisory down-select notices to Offerors.

(b) The advisory down-select notice will inform each Offeror whether the Government recommends that the Offeror continue to Phase 2 of the competition.

(c) The advisory down-select notice does not constitute an exclusion from the competition.

(d) Offerors that receive a notice advising that they are unlikely to be competitive may still elect to continue participating in Phase 2.

(e) Nothing in the advisory down-select process shall be interpreted as:

- A commitment to include an Offeror in the competitive range.
- A commitment to conduct discussions.
- A commitment to make award.

L.9 VOLUME I – COVER LETTER

(a) Cover Letter – The proposal shall include a signed cover letter that states the following information –

(1) The solicitation number;
(2) Name, email address, and phone number for at least one designated Offeror point of contact for communications related to the proposal;
(3) The Offeror's Unique Entity Identifier (UEI);
(4) List of enclosures being transmitted as part of the proposal.

L.10 VOLUME I – DESIGN AND PRODUCTION CAPABILITY

The Design and Production Capability volume shall provide a concise narrative that describes the Offeror's shipyard facilities, infrastructure and workforce to be utilized to design and produce the required vessels, in accordance with **Section C – Statement of Work (SOW) (SOW C.3.040.1.2)** and **Attachment J-12 – HSC-L Design Placemat**.

In the narrative, describe the following:

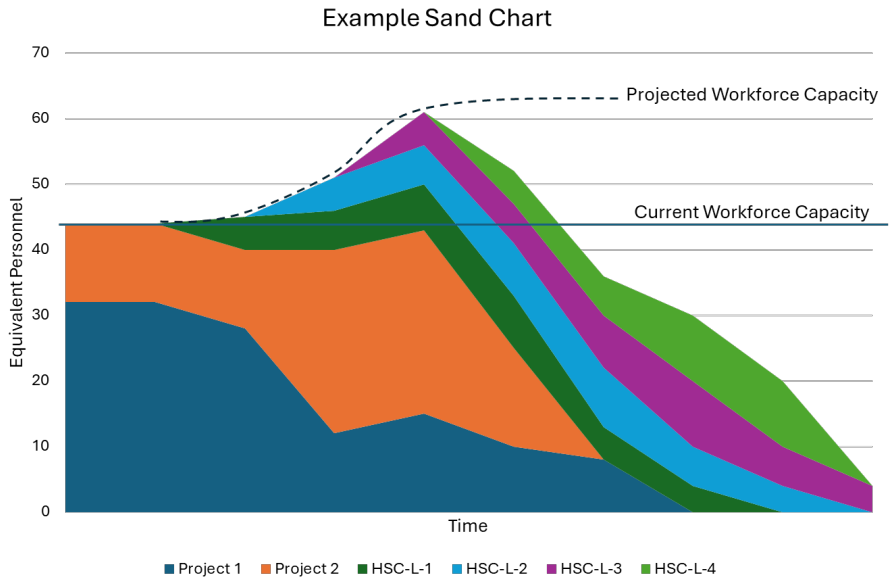
Shipyard facilities and infrastructure:

- Existing shipyard facilities and infrastructure layout map identifying structure and areas, e.g., production facility, office areas, launch site, storage areas, weather-protected fabrication areas.
- Capability for concurrent production of up to four vessels simultaneously.
- Capability to launch a vessel with the characteristics of the substantially complete HSC-L.
- Overhead or mobile crane accessibility to production area and capability of handling HSC-L major equipment.
- Pier length to moor two vessels simultaneously with water depth of at least nine feet at mean low water.

Workforce:

- A statement indicating if the Offeror possesses in-house engineering staff performing the roles of design agent or if the Offeror will utilize sub-contractors to perform this role and the associated tasks associated with the design requirements.
- Count of direct staff vs. subcontractors by type and yard(s):
    - Engineering
    - Non-Engineering
    - Skilled Labor by trade (e.g., pipefitter, welder)
- Sand chart to include existing backlog/order book with full time equivalent employee counts listed.

The sand chart (see example below) shall represent the full-time equivalent personnel over time and shall include a line depicting the current workforce capacity of the production yard, including offeror and subcontractor personnel. Another line shall depict the projected production workforce changes over the duration of HSC-L production.



L.11 VOLUME I – PAST PERFORMANCE

Offerors shall submit information describing recent and relevant past performance.

Offerors shall provide up to three prime past performance references (contracts/orders) for vessels delivered within the past seven years from the date of Phase I due date (July 14, 2026) that are similar in size, scope, and complexity to the requirements of this solicitation. The past performance references must demonstrate at least two of the following characteristics; maturing a contract design into a production-ready design on-time, performing 3D modeling, fabricating and assembling 7/16-inch steel plates, producing three to four vessels concurrently, and an ice-capable vessel. The Government is particularly interested in prior efforts involving delivering steel-hulled, self-propelled vessels between 55 feet to 85 feet in length and 85 tons or greater full load displacement.

For each reference, provide:

- Contract number
- Contracting agency or customer
- Contract value
- Description of work performed
- Period of performance
- Customer point of contact (name, phone, email)

Offerors shall submit the Past Performance Questionnaires (PPQ) (Attachment J-3) for reference contracts which do not have records in Contractor Performance Assessment Reporting System (CPARS). The references (not the Offeror) shall return the completed questionnaire to the e-mail address shown on the PPQ no later than the closing date of this solicitation. The Offeror is solely

responsible for ensuring that the questionnaire is completed and returned by the respective references to the e-mail address on or before the deadline. The PPQ and the instructions for processing the PPQ are in Attachment J-3 to the RFP. If the past performance contract(s) has/have already been evaluated in CPARS, a PPQ is not required for that effort and will not be evaluated.

The Government may obtain past performance information from sources including:

- CPARS
- Other Government databases
- Sources other than those identified by the Offeror.

L.12 PHASE II: VOLUME II – PROJECT APPROACH

The Project Approach proposal shall describe the Offeror's approach to vessel design, construction, testing, and delivery in accordance with the requirements of **Section C – Statement of Work (SOW) as detailed below**.

Proposal shall include the following at a minimum:

- Design Approach: provide a detailed explanation of the approach that will be used in maturing the provided Contract Design to a production-ready design (SOW C.2.3, C.3.068), approach to developing the 3D Technical Data Package (SOW C.3.085.7), and approach to weight control and design stability (SOW C.3.096).
- Production approach: provide a detailed explanation of the approach that will be used for producing the lead and follow-on vessels, including build strategy, workforce utilization, managing internal personnel and subcontractors (including skilled trades, long lead time material, and supply chain providers), identifying and mitigating program risks (SOW C.3.040.1.3, C.3.040.1.4.2.1), and testing plan/procedures (SOW C.2.5, C.2.6, C.3.092, C.3.097). Provide an updated Sand chart from Phase I to include existing backlog/order book with full time equivalent employee counts listed.
- Delivery Approach: provide a detailed explanation of the approach that will be used to transport vessels to the delivery location (SOW C.2.11).

L.13 VOLUME II – SCHEDULE

The Offeror must provide a Schedule, including a Gantt chart, that includes all project phases (design, production, testing, and delivery), events and tasks with timelines that include start/stop dates, task dependencies, and critical path for the overall project. Schedules must be in calendar days from date of award and include ordering/receipt of long lead time material (LLTM) and key

inspections (SOW C.3.040.4). The Offeror must provide a narrative with the methodology used to generate the schedule to aid in the evaluation by the Government.

Offerors shall deliver the proposed schedule data file in its native format and PDF (Does not count against page limits).

L.14 VOLUME III – PRICE PROPOSAL

Offerors shall submit their firm fixed price proposal using **Attachment J-7 – Pricing Schedule**.

The Price Proposal shall include:

- Completed pricing spreadsheet in accordance with the instructions contained within Attachment J-7 Pricing Schedule instructions tab.

Offerors shall not alter the format of the pricing spreadsheet.

All proposed pricing shall be consistent with the CLIN and Sub CLIN structure in Section B.

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD
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The provision FAR 52.212-2, Evaluation—Commercial Products and Commercial Services (**DEVIATION AUG 2025**) incorporated by reference is amended and supplemented with the following addendum:

M.1 EVALUATION FACTORS AND BASIS OF AWARD

Award will be made to the responsible Offeror whose proposal represents the best value to the Government using the tradeoff approach in accordance with FAR 15.103-1.

The following factors shall be used to evaluate offers:
Phase I
- Factor 1 – Design and Production Capability
- Factor 2 – Past Performance

Phase II
- Factor 3 – Project Approach
- Factor 4 – Schedule
- Factor 5 – Price

Factors are listed in order of importance below:

1. Factor 1 – Design and Production Capability (Non-Price)
2. Factor 2 – Past Performance (Non-Price)
3. Factor 4 – Schedule (Non-Price)
4. Factor 3 – Project Approach (Non-Price)
5. Factor 5 – Price

The Government intends to award a single award IDIQ contract without discussions. Therefore, each initial offer shall contain the Offeror's best technical and price terms. The Government reserves the right to conduct discussions, if determined necessary by the Contracting Officer. The Government may reject any or all offers if such action is in the public interest. The Government may accept other than the lowest priced offer or other than the highest technically rated offer.

All non-price factors, when combined, are significantly more important than price.

M.2 PHASE 1 EVALUATION

M.2.1 Factor 1 – Design and Production Capability

The Government will assess the level of confidence that the Offeror can successfully produce and deliver the vessels.

The Government will evaluate the extent to which the Offeror demonstrates the design and production capability necessary to successfully construct and deliver the required vessels in accordance with **Section C – Statement of Work (SOW) (SOW C.3.040.1.2)** and **Attachment J-12 - HSC-L Placemat Design ~~and General Arrangement Drawing~~**.

Each proposal will be evaluated in the following areas:

- Shipyard facilities and infrastructure
    - Existing facility and infrastructure layout map identifying structures and areas, e.g., production facility, office areas, launch site, storage areas, weather-protected fabrication areas.
    - Capability for concurrent production of up to four vessels simultaneously.
    - Capability to launch a vessel with the characteristics of the substantially complete HSC-L.
    - Overhead or mobile crane accessibility to production area and capability of handling HSC-L major equipment.
    - Pier length to moor two vessels simultaneously with water depth of at least nine feet at mean low water.
- Workforce
    - Evaluation will determine the degree to which the Offeror has staffing available in the appropriate engineering, non-engineering, and skilled trade labor to produce these vessels.
    - Evaluation will determine the degree to which engineering staff that perform design work are in-house or subcontracted.

Offeror's whose capability includes staff qualified to design the proposed vessel, availability of weather-protected production areas, or the capability to produce more vessels concurrently may be evaluated more favorably.

Design and Production Capability will receive a **confidence rating** as described below:

High Confidence The Government has high confidence that the Offeror has a facility capable of producing the vessels concurrently and will successfully perform the contract with little or no Government intervention.

Proposal clearly demonstrates that the Offeror has the appropriate staffing in-house, that is available to support the effort.

Some Confidence
The Government has some confidence that the Offeror has a facility capable of producing the vessels individually and will successfully perform the contract with some Government intervention.

Proposal demonstrates that the Offeror has the appropriate staffing, between the Offeror in-house staff and its subcontractors, that are available to support the effort.

Low Confidence
The Government has low confidence that the Offeror understands the requirements or does not possess the capabilities or appropriate staffing that will result in successful contract performance even with Government intervention.

M.2.2 Factor 2 – Past Performance

The Government will evaluate the Offeror's recent and relevant past performance to determine the degree of confidence the Government has in the Offeror's ability to successfully perform the required work on schedule.

To be determined recent, the past performance prime references must be contracts/orders performed within the last seven years from the date of Phase I due date (July 14, 2026).

To be determined relevant, the past performance references must demonstrate at least two of the following characteristics:

- The Offeror performed projects that required engineering effort to bring functional/contract level design to production ready status (including 3D modeling).
- The Offeror produced vessels between 55 and 85 feet in length.
- The Offeror produced vessels with 85 tons or greater full load displacement.
- The Offeror produced Steel hulled (7/16- inch steel plates) vessels.
- The Offeror produced self-propelled vessels.
- The Offeror produced ice capable vessels.
- The Offeror produced multiple vessels concurrently.

For Past Performance prime references determined to be recent and relevant, Evaluators will review the ratings (Quality, Schedule, Management and Regulatory Compliance) and narratives supporting the ratings provided in CPARS, and in PPQs, when CPARS does not exist. Other information from other sources available to the Government may be considered. An Offeror will

be afforded an opportunity to address adverse past performance information to which the Offeror has not previously had an opportunity to comment.

The Government will **assign a past performance confidence rating** taking into account only those past performance references determined to be recent and relevant as described below:

Past Performance Confidence Rating:

High Confidence
Based on past performance references, it is highly likely that the Offeror will successfully perform the required effort. Offeror received exceptional or very good ratings on at least one reference. No marginal or unsatisfactory past performance ratings exist. Additionally, if more areas of relevancy are identified and evaluated, the Offeror may be evaluated more favorably, further strengthening the assessment of their past performance information.

Some Confidence
Based on past performance references, it is likely that the Offeror will successfully perform the required effort. Offeror received satisfactory ratings. No more than one Marginal rating exists. No Unsatisfactory past performance ratings exist. Additionally, if more areas of relevancy are identified and evaluated, the Offeror may be evaluated more favorably, further strengthening the assessment of their past performance information.

Low Confidence
Based on past performance references, it is not likely that the offeror will successfully perform the required effort. Past performance references contained more than one marginal or at least one unsatisfactory rating.

Neutral Confidence
No recent and relevant performance record is available.

M.3 PHASE 2 EVALUATION

M.3.1 Factor 3 – Project Approach

The Government will evaluate the Offeror's proposed approach to vessel design, construction, testing, and delivery to determine the extent to which the Offeror's proposal can successfully execute the requirements of the SOW.

Each proposal will be evaluated to consider the following areas:

- **Design Approach**
    - The degree to which the Offeror's approach demonstrates an understanding of the requirements associated with maturing the provided Contract Design to a production-ready design (SOW C.2.3, C.3.068).

- The degree to which the Offeror's approach demonstrates an understanding of the requirements associated with developing the 3D Technical Data Package (SOW C.3.085.7).
- The degree to which the Offeror's approach demonstrates an understanding of the requirements associated with weight control and design stability (SOW C.3.096).

- **Production Approach**
  - The degree to which the Offeror's production approach demonstrates an understanding of the requirements associated with constructing both lead and follow-on vessels, including workforce utilization, identifying and mitigating program risks, and developing testing plans and procedures (SOW C.2.5, C.2.6, C.3.092, C.3.097, C.3.040.1.3, C.3.040.1.4.2.1).
- **Delivery Approach**
  - The degree to which the Offeror's approach demonstrates an understanding of the requirements associated with transporting the vessels to the delivery location (SOW C.2.11).

The Government will assess the level of confidence that the Offeror's Design and Production Approach will successfully deliver the required vessels in accordance with the contract requirements and **assign a confidence rating** as described below:

High Confidence
The Government has high confidence that the Offeror's will successfully perform the contract with little or no Government intervention as they have adequately addressed all requirements above.

Low Confidence
The Government has low confidence that the Offeror will successfully perform the contract even with Government intervention as they have failed to adequately address one or more requirements above.

M.3.2 Factor 4 – Schedule
The Government will evaluate the extent to which the Offeror's proposed schedule, including all elements required by section L.13, demonstrates a realistic and achievable schedule to deliver all vessels within the required timeframe of the SOW (RFP section F.1). Schedules that can achieve a faster delivery may be evaluated more favorably. Proposed schedules shall be incorporated at contract award.

The Government will assess the level of confidence that the Offeror's Schedule will successfully deliver the required vessels in accordance with the contract requirements and **assign a confidence rating** as described below:

High Confidence
The Government has high confidence that the proposed schedule is realistic, achievable, and is faster than the required delivery timeline.

Some Confidence
The Government has some confidence that the proposed schedule is realistic, achievable, and can meet the required delivery timeline.

Low Confidence
The Government has low confidence that the proposed schedule is realistic or achievable, and will not meet the required delivery timeline.

M.3.3 Factor 5 – Price Proposal
The Government will evaluate the **Total Evaluated Price (TEP)**.

The TEP will be calculated using the sum of all extended prices for all ordering periods contained within the "Evaluation Worksheet" within **Attachment J-7 – Pricing Schedule**.

The TEP will be evaluated for completeness and reasonableness using the price analysis techniques in accordance with FAR 15.404-1 to determine fair and reasonable pricing.

(End of Section M)

(End of Solicitation)