

**SECTION C**  
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**C.1 STATEMENT OF WORK**

**PART 1 - CONTRACT LINE ITEM DESCRIPTION**

**SECTION 1 - GENERAL SCOPE OF WORK**

**A.** This Statement of Work (SOW) defines the effort required for the design, development, and construction of a new Small Waterplane Area Twin Hull (SWATH) Coastal Mapping Vessel (CMV) for the National Oceanic and Atmospheric Administration (NOAA). The vessel shall utilize a SWATH design. The primary mission of the ship is to conduct full seafloor mapping in coastal areas. Operations will be conducted continuously 24 hours per day. The mission will be accomplished by:

- (a) Conducting basic hydrographic surveys via full seafloor ensonification
- (b) Periodic navigational area clearance of fairways and approaches to ports
- (c) Diver or small boat resolution of individual significant items deemed hazardous to surface navigation
- (d) Conducting research in support of nautical charting and seafloor mapping.

A two-phased procurement approach will be utilized. Phase I includes CLIN 0001 and CLIN 0002 (Feasibility and Preliminary Design and Documentation). Phase II includes options for CLIN 0003 (Contract Design and Documentation), CLIN 0004 (Detail Design and Construction and Documentation), and options for Ordering Items (CLINs 0005 through 0011), for Vessel Capability Improvements (CLINs 0012 through 0019) and for an Extended Guaranty (CLINs 0020 and 0021).

**B.** The Contractor shall perform the technical, procurement and other tasks necessary for the feasibility design study, preliminary design, contract design (if exercised), and detail design and construction (if exercised) of the SWATH Coastal Mapping Vessel at the Contractor's facility in accordance with the provisions of this contract.

If CLIN 0004 is exercised, the SWATH CMV shall be constructed in the United States.

**C.** The Contractor shall provide the management effort necessary to ensure the on-schedule completion of the feasibility design study and preliminary design, and if options are exercised, the contract design, and detail design and construction including the preparation of all progressing system reports, cost status reports, and work status reports required by this contract.

**D. PHASE I**

**1. CLIN 0001 AND CLIN 0002 - COASTAL MAPPING VESSEL FEASIBILITY AND PRELIMINARY DESIGN AND DOCUMENTATION**

(a) The Contractor shall furnish all resources necessary to conduct the analyses needed to develop a feasibility design study and a subsequent preliminary design. The feasibility design study and preliminary design may be developed by either designing a new ship or modifying an existing design to meet the requirements of the Statement of Requirements (SOR), Attachment J-1 of this solicitation, in accordance with the provisions of this contract.

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(b) A post-award conference will be conducted by the Government in accordance with Clause C-1 "MEETINGS, REVIEWS AND CONFERENCES".

(c) The Contractor shall develop a feasibility design that meets the requirements of the contract. The feasibility design study shall be summarized in a Feasibility Design Presentation, which shall address the items required by the Contract Data Requirements List (CDRL), Attachment J-2. The Feasibility Design Presentation shall be in the format required by Attachment J-3, and shall be presented to the Government at the Government's facility no later than 30 days after contract award. The Government's facility will be the NOAA offices in Silver Spring, MD.

(d) Following completion of the Feasibility Design Study, the Contractor shall develop a preliminary design and shall prepare a Preliminary Design Report for the CMV in accordance with Attachment J-4. Design reviews will be conducted by the Government in accordance with the requirements of SECTION H of this contract entitled "DESIGN REVIEWS." Schedules for design reviews will be finalized at the post-award conference.

**E. PHASE II**

**1. IF EXERCISED, CLIN 0003 - CONTRACT DESIGN AND DOCUMENTATION**

(a) The SOR and the CMV preliminary design developed by the Contractor during Phase I, and proposed by the Contractor for Phase II of this contract shall provide the basis for contract design development, including model testing, for the vessel. If an Offeror has existing model test data, the Offeror may request a deviation from the requirement to conduct model testing as part of CLIN 0003. The Contractor shall furnish all resources necessary to develop the CMV contract design. Technical documentation required by the SOR shall be submitted as required by the CDRL, Attachment J-2. The Contractor shall conduct the analyses needed to support contract design development and shall prepare design documentation and a Contract Design Report for the CMV in accordance with the CDRL, Attachment J-2.

(b) Design reviews will be conducted by the Government in accordance with the requirement in SECTION H of this contract entitled "DESIGN REVIEWS."

(c) The Contractor shall present its Contract Design Report at a Critical Design Review approximately 9 months after exercise of CLIN 0003. At this review, the Contractor shall present its findings, including any recommended changes to the Statement of Requirements considered necessary to meet the price constraints of the CMV Program. The Critical Design Review will be held at the Contractor's facility.

**2. IF EXERCISED, CLIN 0004 - DETAIL DESIGN AND CONSTRUCTION AND DOCUMENTATION**

The contract design developed by the Contractor under CLIN 0003 of this contract and any corresponding approved changes to the SOR shall provide the basis for developing the detail design for construction of the vessel. In the event of any inconsistency between the SOR as accepted by NOAA at the completion of Contract Design and the vessel design as accepted by NOAA at the completion of Contract Design, the SOR shall govern. In the event the Contractor's detail design efforts do not result in a detail design which fully meets the requirements of the approved SOR, the Contractor shall be responsible for modifying the detail design to meet the SOR requirements, and will be liable for all associated impacts on construction, including all labor and material.

The Contractor shall perform all tasks necessary for the detail design and construction of the CMV at the Contractor's facilities in accordance with the requirements of the contract. The Contractor shall conduct the analyses needed

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to support contract design development and shall prepare design and construction documentation in accordance with the CDRL, Attachment J-2.

(a) Detail Design - The Contractor shall provide all engineering, design, technical and support efforts necessary for development of a complete and accurate technical description of the CMV. This effort shall produce a detail design with technical documentation that meets the requirements of the SOR and is adequate for use in ship construction. The Contractor shall be responsible for the accuracy and adequacy of the detail design. The Contractor shall be responsible for ensuring that the technical documents accurately reflect the vessel as delivered.

(b) The Contractor shall provide the management effort necessary to ensure the on-schedule completion of the detail design and construction, including the preparation of all progress, cost, and work status reports required by this contract.

(c) Construction - The Contractor shall construct the CMV in accordance with the detail design requirements, the approved SOR, and this contract. Construction shall comprise the total effort of building and testing the ship, including the preparation of work instructions, ship sketches, and other drawings, diagrams, schedules, plans and data incidental to the construction effort. The Contractor is responsible for the facilities, materials, engineering, planning, labor, ceremonies (keel laying and launching) and logistic support required to construct the ship.

(d) Crew Familiarization and Equipment Operation and Maintenance Seminars - The Contractor shall provide a total of 200 hours of crew familiarization and equipment operation and maintenance seminars.

Crew Familiarization. The Contractor shall familiarize the ship's crew and other Government designated representatives on the operation and maintenance characteristics of the ship. This familiarization shall be primarily devoted to practical exercise (hardware oriented) supplemented with classroom seminars. The familiarization shall not exceed 120 hours and shall take place aboard the ship and at the Contractor or vendor's facility prior to delivery of the ship, subject to the approval of the Government. The maximum number of attendees for any seminar shall not exceed 12. Attendees may be a combination of USCG licensed and unlicensed crew and other Government representatives. Attendance of each seminar shall be sized according to the type of familiarization presentation (i.e. "hands-on" or classroom) in order to achieve the objectives of the seminar.

Familiarization seminar topics shall include, as a minimum, the following:

1. Introduction to the ship;
2. Propulsion system introduction;
3. Stability;
4. Lifesaving and damage control (on-board); and
5. Fueling and ballasting

Equipment Operation and Maintenance Seminars. The Contractor shall conduct equipment operation and maintenance seminars. These seminars shall consist of both seminars and practical exercise (hardware oriented). The seminars shall not exceed a combined total of 80 hours and shall be conducted at either the Contractor's or vendor's facilities between Acceptance Trials and Ship Delivery, subject to approval of the Government. The hours associated with the seminars are in addition to the hours associated with crew familiarization. The maximum number of attendees for each seminar shall not exceed 12. Attendees may be a combination of USCG licensed and unlicensed crew and other Government designated

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representatives. Attendance for each class shall be sized according to the type of equipment presented in order to achieve the objectives of the seminar.

Equipment operation and maintenance seminars shall, as a minimum, include the following:

1. Ship control and navigation systems, including Ship Control Console(s);
2. Machinery Control System (MCS);
3. Propulsion plant;
4. Auxiliary equipment; and
5. Additional topics as proposed by the Contractor or Government

Familiarization Program Plan. The Contractor shall prepare a Familiarization Program Plan which shall include an instruction syllabus for each Crew Familiarization Seminar topic and each Equipment Operation and Maintenance Seminar topic. The Contractor shall maximize the use of existing documentation as instructional materials (e.g. equipment/system technical manuals, ship construction/equipment drawings, Engineer's Operating Manual). Copies of basic source documentation shall be available for attendees use during seminars.

Instructor Lesson Plans and Student Guides. The Contractor shall provide instructor lesson plans in lecture outline, demonstration, or question and answer (discussion) format, or any combination of these. Student Guides shall also be prepared. The Contractor shall prepare and deliver data associated with Crew Familiarization in accordance with the Contract Data Requirements List (CDRL).

(e) Quarterly Progress Reviews and Design Reviews - The Government will hold Quarterly Progress Reviews (QPRs) in accordance with the requirement in SECTION H of this contract entitled "QUARTERLY PROGRESS REVIEWS (QPRs)." In addition, design reviews will be held by the Government in accordance with the requirement in SECTION H of this contract entitled "DESIGN REVIEWS".

(f) Post Delivery Availability - Immediately following delivery, the ship will commence a thirty (30)-calendar-day Post Delivery Availability (PDA) at the Contractor's facility. During the PDA, the Contractor shall provide:

- (1) Berthing space pier-side for the ship, including the gangway and landing platforms, as appropriate, with utilities from shore connections (electricity, fresh water, sewage disposal, and telephones), daily garbage removal, and material handling services;
- (2) At least five (5) convenient parking spaces for the ship's force personnel;
- (3) Fire protection shall be provided, from shore to service the ship in the event of failure or interruption for repair purposes of the ship's system; and
- (4) Access to the ship shall be provided in accordance with the clause in SECTION C entitled "ACCESS TO THE VESSEL."

**3. AS ORDERED, CLIN 0005 - ADDITIONAL SPARES, REPAIR PARTS, SPECIAL TOOLS AND SUPPORT AND TEST EQUIPMENT**

The Contractor shall provide Additional Repair Parts, Spares, Special Tools and Support and Test Equipment as recommended by the Contractor and other entities and selected by the Government, in accordance with the requirements of the SOR and the "ORDERING ITEMS" requirement in this contract as ordered under Section B-3 entitled "ADDITIONAL PROVISIONS."

The prices associated with the following are to be included in CLIN 0004 and not to be included in CLIN 0005:

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(i) Repair parts, special tools, and support and test equipment specifically required by SOR Sections other than Section 083b;

(ii) All operating space items, spares and repair parts identified in Part 4-2-1/Appendix 2 of the ABS Rules for Building and Classing Steel Vessels.

(iii) Adequate warehouse facilities to store and handle all Contractor Furnished (CF) material and equipment as it is received. Onboard repair parts, spares, special tools, and support and test equipment shall be received, inspected, preserved, packaged and packed as necessary, and stored in accordance with the requirements of the SOR.

**4. IF EXERCISED, CLIN 0006 - OUTFITTING MATERIALS**

The Contractor shall provide outfitting material as ordered by the Government and as listed in the Initial Outfitting List. Orders for this effort shall be placed in accordance with the general requirements in Section C of this contract entitled "ORDERING ITEMS".

**5. AS ORDERED, CLIN 0007 AND CLIN 0008 - ADDITIONAL GOVERNMENT REQUIREMENTS**

The Contractor shall provide up to 2,500 manhours labor and \$30,000 of material to perform Additional Government Requirements in support of the CMV. Additional Government Requirements are defined as any work authorized by the Contracting Officer that is required to support the ship within the scope of this contract without causing delay or disruption to the work performed under this contract, or any other Government contract, or any other work in process for the Government. These requirements are over and above those specified in the SOR. Orders for this effort shall be placed in accordance with the general requirements in SECTION C of this contract entitled "ORDERING ITEMS." The Contractor shall schedule performance of work so as to permit up to 2,500 man-hours of labor and \$30,000 of material under this contract. The stated material amount includes any applicable handling charges, storage, overhead, or other costs, plus profit associated with the \$30,000 Government estimate. The amounts listed are provisional amounts only and do not represent a commitment that the Government will purchase any or all of these amounts.

As used herein, the term "Additional Government Requirements" means work under this contract, ordered by the Contracting Officer pursuant to the procedures of the clause of this contract entitled "ORDERING ITEMS" and "CHANGES-FIXED PRICE" as mutually agreed by the parties under a Supplemental Agreement. Additional Government Requirements does not include performance of work for the correction of Contractor responsible defects pursuant to the clause of this contract entitled "INSPECTION".

Notwithstanding any provisions of the clause of this contract entitled "CHANGES - FIXED PRICE" or any other term and condition of this contract, adjustments in contract price by reason of Additional Government Requirements up to 2,500 manhours of labor and \$30,000 for material of work shall not include any amounts for cost of delay or disruption of work performed under this contract, any other Government contract or any other work in process for the Government. Additionally, the delivery schedule under this contract or any other Government contract shall not be extended by reason of or as a result of these Additional Government Requirements.

**6. AS ORDERED, CLIN 0009 - SPECIAL STUDIES FOR CLINS 0003 AND 0004**

In accordance with the clause entitled "ORDERING ITEMS" under Section C of this contract, the Contractor shall provide up to 2,500 man-hours to conduct Special Studies in support of this contract.

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**7. AS ORDERED, CLIN 0010 AND CLIN 0011 - GOVERNMENT MATERIAL INSTALLATION SUPPORT**

The Contractor shall provide up to 2,000 manhours labor and \$30,000 of material to perform Government Material Installation Support for the CMV. Government Material Installation Support is defined as any work authorized by the Contracting Officer that is required to assist with and support installation of Government-owned equipment and supplies on the ship within the scope of this contract without causing delay or disruption to the work performed under this contract, or any other Government contract, or any other work in process for the Government. Adequate warehouse facilities shall be provided to store and handle all Government-owned material and equipment as it is received and removed for installation on the ship. These requirements are over and above those specified in the SOR.

Orders for this effort shall be placed in accordance with the general requirements in SECTION C of this contract entitled "ORDERING ITEMS." The Contractor shall schedule performance of work so as to permit up to 2,000 man-hours of labor and \$30,000 of material under this contract. The stated material amount includes any applicable handling charges, storage, overhead, or other costs, plus profit associated with the \$30,000 Government estimate. The amounts listed are provisional amounts only and do not represent a commitment that the Government will purchase any or all of these amounts.

As used herein, the term " Government Material Installation Support " means work under this contract, ordered by the Contracting Officer pursuant to the procedures of the clause of this contract entitled "ORDERING ITEMS" and "CHANGES-FIXED PRICE" as mutually agreed by the parties under a Supplemental Agreement. Government Material Installation Support does not include performance of work for the correction of Contractor responsible defects pursuant to the clause of this contract entitled "INSPECTION".

Notwithstanding any provisions of the clause of this contract entitled "CHANGES - FIXED PRICE" or any other term and condition of this contract, adjustments in contract price by reason of Government Material Installation Support up to 2,000 manhours of labor and \$30,000 for material of work shall not include any amounts for cost of delay or disruption of work performed under this contract, any other Government contract or any other work in process for the Government. Additionally, the delivery schedule under this contract or any other Government contract shall not be extended by reason of or as a result of this Government Material Installation Support.

**8. IF EXERCISED, CLINS 0012 THROUGH 0019 - VESSEL CAPABILITY IMPROVEMENTS**

CLIN 0012 - 30 Year Structural Fatigue Life. If exercised, the Contractor shall design and construct the ship for a 30-year structural fatigue life, as described in SOR Section 100.

CLIN 0013 - Aft Control Station Maneuvering Control. If exercised, the Contractor shall design and construct the ship with maneuvering controls at the Aft Control Station, as described in SOR Section 202.

CLIN 0014 - Dynamic Positioning System. If exercised, the Contractor shall design and construct the ship in accordance with the requirements for ABS DPS-1, as described in SOR Section 420. Materials and training seminars for crew familiarization and for equipment operation and maintenance shall also be provided. These materials and training seminars are in addition to those required under CLIN 0004.

CLIN 0015 - Automated Actuation System. If exercised, the Contractor shall design and construct the ship with an automated trimmable control surface

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actuation system, as described in SOR Section 565. Materials and training seminars for crew familiarization and for equipment operation and maintenance shall also be provided. These materials and training seminars are in addition to those required under CLIN 0004.

CLIN 0016 - Bow Thruster Installation. If exercised, the Contractor shall design and construct the ship with a bow thruster installation as described in SOR Section 568.

CLIN 0017 - ABS Integrated Bridge System. If exercised, the Contractor shall design and construct the ship in accordance with the requirements for ABS NIBS Notation, as described in SOR Section 438. Materials and training seminars for crew familiarization and for equipment operation and maintenance shall also be provided. These materials and training seminars are in addition to those required under CLIN 0004.

CLIN 0018 - Increased A-Frame Working Load. If exercised, the Contractor shall design and construct the ship with an A-Frame lifting capability of 4,500 kg, as described in SOR Section 591.

CLIN 0019 - Increased Crane Working Load. If exercised, the Contractor shall design and construct the ship with a crane lifting capability of 3,000 kg, as described in SOR Section 591.

**IF EXERCISED, CLINS 0020 OR 0021 - EXTENDED GUARANTY PERIOD**

CLIN 0020 - Nine (9) Month Guaranty. If exercised, the Contractor shall extend the guaranty provisions of Contract Clause E-6 for CLIN 0004 from six months to nine months.

CLIN 0021 - Twelve (12) Month Guaranty. If exercised, the Contractor shall extend the guaranty provisions of Contract Clause E-6 for CLIN 0004 from six months to twelve months.

**SECTION 2 - ADDITIONAL REQUIREMENTS**

**C-1.1 MEETINGS, REVIEWS AND CONFERENCES**

- (a) Post-Award Conference. The Government will conduct a post-award conference within five (5) days after the effective date of this contract. The conference will be held at the Government's facility. The purpose of the conference is to (1) review the contract and technical documents, (2) ensure the Contractor's understanding of the technical and schedule requirements including the schedule of design reviews, and (3) discuss the roles and working relationships between the Contractor and the Government. Representatives from each firm on the Contractor's Team shall attend.
- (b) CLIN 0001 and CLIN 0002. The Government will hold periodic status meetings at the Government's facility as required by CLIN 0001 and CLIN 0002. The purpose of these meetings is for the Contractor and the Government to discuss engineering, design and production progress, special studies, anticipated problems, and any other relevant matters. Representatives from each firm on the Contractor's Team shall attend. The Contractor shall provide agendas and minutes for these meetings.
- (c) CLINs 0003 and 0004. The Government will hold periodic status meetings at the Contractor's facility as required by OPTION CLINs 0003 and 0004, if exercised. The purpose of these meetings is for the Contractor and the

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Government to discuss engineering, design and production progress, special studies, anticipated problems, and any other relevant matters. Representatives from each firm shall attend. The Contractor shall provide agendas and minutes for these meetings.

- (d) Other Meetings. In addition, other meetings such as technical interchange meetings may be conducted on an ad hoc basis as requested by either the Contractor or the Government.

**C-2 ACCESS TO THE VESSEL**

Government employees and officers, employees and associates of other Government Contractors and their subcontractors, shall, as authorized by the Construction Representative (ConRep), have, at all reasonable times, admission to the plant, access to the vessel where and as required, and be permitted, within the plant and on the vessel to perform and fulfill their respective obligations to the Government.

The Construction Representative (CONREP) is responsible for day to day operations of the on-site SWATH COASTAL MAPPING VESSEL (CMV) inspection office on matters involving the detailed design and construction being performed under shipyard contract. In this capacity, the CONREP leads a team of engineering, marine survey and administrative personnel and is responsible for office operations, review of shipyard plans, drawing review, inspection, testing, resolution of construction and engineering problems, and other responsibilities of a field inspection office. The CONREP serves as the Government point of contact for assigned duties from contract award, design development, construction, to the ship delivery and thus remains with the program from start to completion.

The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as identified and authorized by the ConRep, to be given admission to the plant and access to the vessel 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.

**C-3 APPROVAL BY THE GOVERNMENT**

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

**C-4 CONFIGURATION MANAGEMENT (APPLICABLE TO CLINS 0003 AND 0004 ONLY)**

(a) General Requirements:

- (1) The Contractor shall provide engineering and technical services for configuration control to manage changes to the baseline CMV design established at the end of Preliminary Design. The baseline CMV design consists of the Statement of Requirements (SOR), including any approved revisions thereto, drawings developed under CLIN 0001 or CLIN 0002, and all revisions and modifications thereto dated prior to the exercise of CLIN 0004, and other documents, exhibits, and attachments listed in SECTION J of this contract. The Contractor shall not make any changes

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until the Contracting Officer, or his designated representative, has approved the change.

- (2) The Contractor shall maintain a Configuration Control Program to assure that all work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan documenting the plan and approach to configuration management for approval by the Government.
- (3) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by subsequent documentation, the Contractor shall submit change documents to modify the baseline documents to resolve the conflict or to allow for non-compliance. Whenever the cost of implementing a proposed change is less than \$500,000, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by more than \$500,000, the Contractor shall complete a SF 1411 detailing all related costs, and attach it to the change document. Change documentation shall be submitted to the ConRep in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(b) Engineering Changes Proposals (ECPs): The Contractor shall prepare ECPs whenever physical configuration, material quality, or operational or functional performance will not be in compliance with the baseline. ECPs shall contain a detailed description of the scope of work, plans and sketches showing the "before and after" configurations, list of materials added or deleted, cost estimate, ILS impact, estimate of the effect on weight and moment, and/or estimate of effects on equipment delivery schedule.

(c) Request for Deviations (RFD) and Request for Waivers (RFWs): Deviations are written authorizations to depart from a particular performance or design requirement for a specific number of units or period of time. The Contractor shall prepare a Request For Deviation (RFD) for each occurrence and submit it to the Government for approval. Waivers are written authorizations accepting a configuration item or other designated item which, during production or after having been submitted for inspection, is found to depart from the specified requirements, but nevertheless, is considered suitable for use "as is" and is similarly processed. The Contractor shall prepare a Request For Waiver (RFW) for each occurrence and submit it to the Government for approval.

(d) Requests for engineering changes, deviations and waivers shall be in writing in the Contractor's format. All such requests shall be numbered sequentially with the following prefixes:

"ECP" for Engineering Change Proposals  
"RFD" for Request for Deviation  
"RFW" for Request for Waiver

(e) Equitable Adjustments for ECP, RFD and RFW Documentation Preparation - For its effort expended in preparing ECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

- (1) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.
- (2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the ConRep's approval for expenditure of effort to complete the detailed supporting documentation. In the event the ConRep denies this request, the

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Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

- (3) In the event the ConRep approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.
- (4) In the event the Government requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.
- (5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Government, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.
- (6) The Contractor shall comply with the requirements of the clause hereof entitled "CHANGE ORDER ACCOUNTING" (FAR 52.243-6) for all changes with an estimated value in excess of \$100,000.00.
- (7) Failure to agree to an equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

**C-5 CONTRACT PROBLEM IDENTIFICATION REPORTS**

(a) Contract Problem Identification Reports (CPIRs) shall be used by the Contractor for the purpose of alerting the Government to actual or potential contract problems and of establishing an early dialogue between the Contractor and the Government with regard thereto.

(b) A "contract problem" is a fact or circumstance of which the Contractor is aware that does, will or reasonably is anticipated to (1) have a significant or substantial impact on the delivery schedule or completion of contract performance or the cost of performance of the contract (increase or decrease) or (2) requires modification to the contract or specification(s). The terms "significant" and "substantial" shall be interpreted in the same manner as they would be interpreted by a reasonably prudent business person under the relevant circumstances.

(c) The Contractor shall report each contract problem promptly and in no event later than ten (10) calendar days, after the Contractor identifies such contract problem. A written CPIR shall be transmitted via the ConRep to the Contracting Officer. Each CPIR shall be entitled "Contract Problem Identification Report", shall be dated, numbered sequentially and shall set forth the following based on the best and most complete information then known or available to the Contractor:

- (1) The nature of the contract problem;
- (2) The date on which the contract problem arose and the date on which the contract problem was identified as such;
- (3) The anticipated direct and consequential effects of the contract problem upon the delivery schedule or completion of contract performance or the cost of performance of the contract;
- (4) Identification of the supplies and/or services which are or may be affected; and
- (5) The Contractor's recommended solution to the reported contract problem.

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(d) CPIRs shall not be submitted when notice of the same contract problem is required to be furnished to the Government pursuant to any other requirement of this contract. The submission of a CPIR, however, does not relieve the Contractor of its obligations to provide notice required under any other requirement of this contract.

**C-6 DRYDOCKING FACILITIES AND SHIPBUILDING WAYS CERTIFICATION**

(a) Drydocking, launching, building way and transfer facilities and methods employed in the performance of this contract shall be certified by either of the two following methods:

- (1) In accordance with the standards and criteria of an internationally recognized certifying authority acceptable to the Contracting Officer, (examples of such authority include, but are not limited to, the American Bureau of Shipping (ABS), Lloyds Registry of Shipping, Det Norske Veritas, Engineering, Inc. in effect on the date of contract award, or;
- (2) In accordance with the current version of MIL-STD-1625, Safety Certification for Drydock Facilities and Building Ways for U.S. Navy Ships, in effect on the date of contract award.
- (3) A "Facility Certification Report" shall also be prepared and submitted to the ConRep in accordance with the CDRL.

(b) The Contractor may propose an alternate drydocking/launching method for those situations not covered by the existing certification criteria. The documentation to support this proposal shall be as close as practicable to that required by the existing certification criteria and shall identify any potential impact to and modification of the ship's structure. Additionally, the Contractor shall submit certification from an independent naval architect, acceptable to the Contracting Officer, which shall certify that the method being proposed, including equipment and procedures, complies with sound naval architectural principles.

(c) The ship shall be drydocked for survey, repair, and final hull preservation and painting not more than 60 days prior to delivery to the Government. The Contractor shall notify the Regulatory Bodies to witness the final drydocking for certification purposes.

**C-7 GROUNDING, DAMAGE OR COLLISION**

In the event of grounding, damage or collision involving an item under this contract, the Contractor shall immediately notify the ConRep. If requested by the ConRep, the Contractor shall examine the ship in the manner required by the ConRep at no expense to the Government. A written Grounding/Damage/Collision report shall be made of the incident by the Contractor. As a minimum, the report shall include reasons for the occurrence, damage sustained, and effects on the ship's delivery schedule.

**C-8 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT**

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Material to be installed after delivery of the ship. The GFI

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furnished to the Contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

- (1) The Contracting Officer may at any time by written order:
  - (i) delete, supersede, or revise, in whole or in part, as applicable; or
  - (ii) add items of data or information, as applicable; or
  - (iii) establish or revise due dates for items of data or information, as applicable.
- (2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, an equitable adjustment may be made in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(c) Except for the Government information and data specified by paragraphs (a) and (b) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the clause of this contract entitled "GOVERNMENT PROPERTY (FIXED-PRICE)" (FAR 52.245-2), or any other term or condition of this contract.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

**C-9 OFFICE FACILITIES (APPLICABLE TO CLIN 0004 ONLY)**

(a) The Contractor shall provide suitable office facilities and services for an on-site Government staff of approximately seven (7) personnel. The facilities to be provided shall be equal to those provided by the Contractor for its personnel for similar purposes. The offices provided shall be located convenient to the ship, management and other shipyard shops and offices.

(b) Office Space and Equipment. The Contractor shall provide separate but adjacent offices for the use of personnel designated in paragraph (a) above, and space and equipment for the reproduction of items such as plans, booklets, test memoranda, and allowance lists for the use of personnel designated in paragraph (a) above. Ready access to a private conference room shall also be provided. All spaces shall be of adequate size for such purposes and shall be furnished, ventilated, lighted and heated. The Contractor shall furnish services for keeping the rooms in order and clean, and toilet facilities including soap and towels. These spaces shall be maintained and stocked with supplies as needed. Air conditioning and interior communication shall be provided in the offices that are utilized. Furniture, desks, chairs, stools, clothes lockers, drafting tables and classified or unclassified file cabinets for cards, letters, plans and reports shall be furnished by the Contractor for the on-site Government offices and office facilities (including locks where appropriate).

(c) Telephone Service. The Contractor shall provide and maintain telephone service for the on-site Government office spaces, with at least one private line per office space for calls to be direct dial, local and long distance (not through the shipyard switchboard). Voice mail capabilities, as well as provision for computer modem connections, shall be included with the telephone service. In addition, the Contractor must provide a reliable dedicated high

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speed internet connection to the NOAA CMV Acquisition Office in Silver Spring, MD within 15 days after exercise of OPTION CLIN 0004.

- (1) The Contractor shall include in the contract price the full cost of providing all telephone service except for long distance calls. Long distance calls shall be billed to the Government on the basis of actual cost.

(d) Parking Spaces. The Contractor shall provide lighted, secure parking spaces adjacent to the office to accommodate their normal occupants.

**C-10 NUCLEUS CREW (APPLICABLE TO CLIN 0004 ONLY)**

(a) A crew furnished by the Government of approximately three (3) persons, referred hereinafter in this contract as the "Nucleus Crew," may be present at the Contractor's plant for a period of not more than 180 days prior to the delivery of the vessel.

(b) Office space with furnishings, services, parking and equipment requirements shall be provided by the Contractor as set forth in the clause of this contract titled "OFFICE FACILITIES." The Nucleus Crew shall be permitted to use the facilities, equipment and services furnished to the ConRep. The Nucleus Crew personnel shall be required to comply with the Contractor's rules and regulations governing personnel at its plant relating to safety and security. Communications between the Nucleus Crew and the Contractor shall be via the ConRep. The Master and Engineering Officer shall be permitted to attend Contractor or ConRep status meetings and shall receive copies via the ConRep of all status reports transmitted to the ConRep.

(c) The Nucleus Crew will be allowed reasonable access to the ship in the performance of its duties, on a non-interference basis, to accomplish the following tasks:

- (1) Familiarization and indoctrination with the general arrangement and condition of the ship; and,
- (2) Participating as observers during dock trials and as observers and operators during sea trials, including mission gear operations to the extent permitted by available ship accommodations.

**C-11 PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

**C-12 PLANS AND OTHER DATA**

Whenever the Government shall so require, the Contractor shall, at the cost of reproduction, furnish to whomsoever may be designated by the Government (including other shipbuilding Contractors), copies of working plans (including reproducible), selected record plans, indices, material schedules, plan schedules, purchase specifications and other data relating to the construction of the vessel. The furnishing of such data shall not constitute any guaranty or warranty, either express or implied, by the Contractor other than that they are correct copies of such data.

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**C-13 PROTECTION OF THE SHIP DURING ADVERSE ENVIRONMENTAL CONDITIONS**

The Contractor shall ensure that the ship and all related material at the Contractor's facilities are protected during conditions of heavy weather, high winds, heavy snow and icing, high water, earthquakes or similar adverse environmental conditions. The Contractor shall develop, maintain, and implement as necessary an "Adverse Environmental Conditions Plan" which prescribes the actions and procedures and assigns responsibilities for action to be taken in preparation for and during the period of adverse environmental conditions. The Contractor shall furnish the plan to the ConRep and shall make such changes in the plan as the ConRep considers necessary to provide for adequate protection of the ship and the materials and equipment to be installed therein.

**C-14 ORDERING ITEMS**

(a) Contract Modification - Items and Other Requirements to be Furnished When Ordered by the Government. The Contractor shall furnish supplies or other requirements under CLINs 0005, 0006, 0007, 0008, 0009, 0010 or 0011 when a contract modification or delivery order is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the Contractor under any Item set forth herein until a contract modification or order is issued by the Government.

(b) Contractor Proposal - Requirements Being Ordered. When required by the Contracting Officer (CO), the Contractor shall submit a proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.804 unless such requirements have been waived for the contract pursuant to FAR 15.804-3.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications or delivery orders for supplies or other requirements may be issued at any time during the period of performance of this contract through final acceptance. Contract modifications issued in accordance with this requirement shall provide that deliveries or performance shall be completed in accordance within the period of performance specified in each order.

(d) Ordering. The CO will issue contract modifications or delivery orders for supplies or requirements to be furnished by the Contractor in accordance with the terms set forth below. Each contract modification or delivery order issued in accordance with paragraph (e), (f) or (h) below shall:

- (1) Be prepared on a Standard Form 30 (Amendment of Solicitation/Modification of Contract) or Optional Form 347;
- (2) Be numbered as a modification to/action under this contract;
- (3) State that the action is issued in accordance with this requirement;
- (4) Identify the Item number set forth in SECTION B of the Schedule under which the supplies or services are being procured;
- (5) Set forth in full detail the supplies or other requirements and the quantities being procured;
- (6) Set forth packing and marking requirements for supplies being procured;
- (7) Set forth consignment and marking instructions for supplies being procured to the extent they are known at the time the contract modification or delivery order is issued;
- (8) Set forth negotiated delivery or performance dates;
- (9) Set forth the applicable inspection and acceptance requirements;
- (10) Obligate funds to cover priced orders issued under paragraph (e) below, or ceiling priced orders issued under paragraph (f) below and unilateral orders issued under paragraph (h) below; and
- (11) Set forth the applicable accounting and appropriation data.

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(e) Issuance of Contract Modifications or Delivery Orders Covering Priced Orders. For each order placed pursuant to this requirement, the CO will prepare a contract modification or delivery order under this contract in the form of a priced order when supplies or other requirements are to be furnished by the Contractor, unless otherwise provided for under paragraphs (f) or (h) below. The supplies or other requirements being procured shall be clearly defined in the contract modification or delivery order. Such contract modification or order shall be fully priced and otherwise fully definitive at the time of issuance and shall be signed by the Contractor and the CO.

(f) Issuance of Contract Modifications or Delivery Orders Covering Ceiling Priced Orders. In those cases where it is not possible to fully price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety or readiness impact, the CO will prepare a contract modification or delivery order to this contract in the form of a ceiling priced order. Each ceiling priced order shall clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and a limitation of Government liability, which shall be an amount not greater than fifty percent (50%) of the ceiling price of the particular order. The ceiling price set forth in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order of \$25,000 (net value) or more. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (j) below. Each contract modification covering a ceiling priced order shall be signed by the Contractor and the CO. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

(g) Limitation of Government Liability Under Ceiling Priced Orders. The ceiling price specified in each ceiling priced order shall be the maximum limitation on the Government's obligation to pay for the supplies or other requirements being ordered, i.e., the parties agree that the definitized price for any ceiling priced order shall be no greater than the ceiling price of such order. Additionally, the Contractor shall not be authorized to incur obligations and, in any event, the Government shall not be obligated to make expenditures in excess of the limitation of Government liability until such time as the parties have established firm prices for the order in accordance with paragraph (j) below. If at any time the Contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified, the Contractor shall promptly notify the CO in writing. The CO will, based upon such notification, decrease the ceiling price and limitation of Government liability of the ceiling priced order concerned. A decrease in the ceiling price and limitation of Government liability of any ceiling priced order shall be set forth in a modification to this contract and shall be signed by the Contractor and the CO.

(h) Unilateral Orders. In the event the CO determines that time does not permit negotiation of a bilateral modification either fully priced or ceiling priced, a unilateral order may be issued by the CO which will specify a dollar limitation (see paragraph (i) below), a limitation of Government liability (which shall be an amount not greater than fifty percent (50%) of the dollar limitation), and desired delivery schedule for the supplies or services ordered, together with a detailed description of the supplies or services to be furnished and a statement of the cost and pricing data required to be furnished. Price and delivery schedule will later be the subject of a bilateral modification (see paragraph (j) below) to be executed on behalf of the Government by the CO. The

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unilateral modification shall not be used for end item billing purposes for delivered items under this contract or as a billing price for any deliverables under such unilateral order.

(i) Limitation of Obligations with Respect to Orders not Finally Priced. The Contractor shall immediately commence work upon receipt of any unilateral order to this contract. If at any time the Contractor has reason to believe that the price of a unilateral order placed hereunder will exceed the dollar limitation established by the CO in a unilateral order, the Contractor shall so notify the CO in writing and propose an appropriate increase in the dollar limitation and limitation of Government liability of such order. Within thirty (30) days of such notice, the CO will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on a unilateral order beyond the point where his costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such unilateral order prior to establishment of firm prices therefor, in accordance with paragraph (j) below.

(j) Establishment of Firm Prices for Ceiling Priced Orders and Unilateral Orders. The Contractor shall submit to the CO not later than thirty (30) days after issuance of each ceiling priced or unilateral order, a price proposal for the supplies or other requirements ordered by the Government, which shall include: (i) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced or unilateral order together with sufficient data to support the accuracy and reliability of such estimate and (ii) supporting cost or pricing data (see paragraph (n) below), except that if a price proposal including supporting cost or pricing data was submitted to the CO before the issuance of the ceiling priced order concerned, only revisions to such price proposal and the supporting cost or pricing data are required to be submitted to the CO. Upon submission of the Contractor's price proposal, or revisions thereto, the Contractor and the CO shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced or unilateral order concerned. The firm price for the supplies or other requirements, as agreed upon by the Contractor and the CO, shall be set forth in a modification to this contract which shall supersede the applicable ceiling priced or unilateral order. The item identifications shown in the applicable ceiling priced order or unilateral order shall be set forth in such contract modification. The firm price of each ceiling priced order or unilateral order shall be established within one-hundred eighty (180) days after issuance of the ceiling priced or unilateral order, or upon completion of forty percent (40%) of the work, whichever occurs earlier. If agreement on a definitive contract modification to supersede any ceiling priced or unilateral order is not reached within the period specified above, the CO may determine a reasonable price for the ceiling priced or unilateral order concerned in accordance with FAR 15.4 and Part 31 subject to appeal by the Contractor as provided in the "DISPUTES" clause referenced in SECTION I of this contract.

(k) Segregation of Costs of Ceiling Priced and Unilateral Orders. The Contractor shall segregate by order all incurred costs (less allocable credits) for work allocable to each ceiling priced and to each unilateral order issued pursuant to paragraphs (f) or (h) above. The requirement for the Contractor to segregate the costs of each ceiling priced or unilateral order shall continue until the ceiling priced order or unilateral order is superseded by a contract modification establishing a firm price for the order.

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(l) Progress Payments -- Withholding or Suspension -- Ceiling Priced and Unilateral Orders. Submission by the Contractor of a price proposal adequate for negotiations for each ceiling priced and unilateral order issued hereunder is a material requirement of this contract in order that complete definitization will occur within the period specified in paragraph (j) above. Therefore, if the Contractor fails to submit an adequate price proposal for any ceiling priced or unilateral order, progress payments may be reduced or suspended for the order concerned unless such failure of the Contractor is due to causes beyond its control and without its fault or negligence. The CO will notify the Contractor in writing as to any reduction or suspension of progress payments pursuant to this paragraph.

(m) Modification to Priced Orders, Ceiling Priced Order or Unilateral Orders. Modifications to priced orders, ceiling priced or unilateral orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this requirement. Modifications to ceiling priced orders issued pursuant to paragraph (f) and unilateral orders pursuant to paragraph (h) above shall not include additional requirements or quantities.

(n) Cost and Pricing Data. Whenever cost or pricing data, as defined in FAR 2.101, are required in accordance with FAR 15.403-4, the Contractor shall submit a signed Standard Form 1411 (SF 1411), Contract Pricing Proposal Cover Sheet, with supporting attachments.

**C-15 REGULATORY BODIES, STANDARDS, CERTIFICATIONS AND DATA REQUIREMENTS**

(a) The ship as delivered shall comply with all the applicable laws of the United States and the requirements of the various regulatory bodies and rules, in issue at the time of the proposal due date, and as identified in the SOR or other terms of the contract. All necessary certifications or documents that cover the approval and indicate compliance shall be obtained by the Contractor. Data necessary for the Contractor to obtain the required USCG, ABS, IMO, FCC, and USPHS certifications shall be provided by the Contractor to the appropriate regulatory bodies. Additionally, the Contractor shall accomplish all work necessary to comply with those applicable laws of the United States, the requirements of the various regulatory bodies and imposed rules. All of the above which are imposed as a requirement subsequent to contract award must be accomplished in order to obtain certification prior to delivery.

(b) The SOR requires that the ship be designed, constructed and certificated by the United States Coast Guard (USCG) in accordance with 46 CFR Subchapter U. The Government will provide USCG support for the CMV certification process normally associated with non-public, commercial vessels. The Government will notify the Contractor of a specific point of contact at USCG within 30 days after exercise of CLIN 0003. The Contractor shall be responsible for providing the office space, parking, technical information and other interface support for USCG personnel to the degree required for a comparable, commercial vessel certification program.

(c) Copies of all correspondence between the Contractor and Regulatory Bodies shall be provided to the ConRep.

(d) Before delivery of the ship, the original certificates and documents demonstrating approval by regulatory bodies shall be mounted onboard the ship as required either by the issuing regulatory body or as directed by the ConRep. Interim documents will be acceptable pending receipt of signed originals.

(e) The Contractor in all other cases shall provide data to the Government as required by the Contract Data Requirements List.

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**C-16 TESTS AND TRIALS**

During the conduct of required tests and trials, the vessel shall be under the control of the Contractor and the Contractor's crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall (1) provide all necessary licensed crew and required staffing; (2) install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and (3) install and remove instruments and apparatus furnished by the Government for such trials.