

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. <b>A00024</b>	3. EFFECTIVE DATE <b>See BLK 16</b>	4. REQUISITION/PURCHASE REQ. NO. <b>HSCG23-06-D-ARB001</b>	5. PROJECT NO. (If applicable) <b>RB-M</b>	
6. ISSUED BY Administrative Contracting Office 1600 Ely Street Marinette WI. 54143-2434 Gail.S.Thomas@uscg.mil		7. ADMINISTERED BY (If other than Item 6) <b>N/A</b>	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  <b>Marinette Marine Corporation, Inc. 1600 Ely Street Marinette, WI 54143 DUNS #00-613-5388</b>			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HSCG23-06-D-ARB001</b>
				10B. DATED (SEE ITEM 13) <b>21JUN2006</b>
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <span style="float: right;">N/A</span>				

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <b>X 52.243-1 CHANGES – FIXED PRICE (AUG 1987)</b>
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a) (3) Bilateral Modification</b>
	D. OTHER Specify type of modification and authority

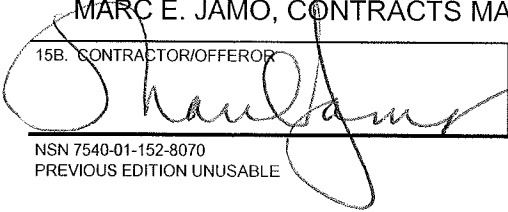
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**This Modification definitizes Engineering Change Proposal (ECP-001), entitled, "Main Engine Raw Water Cooling System Strainer" for Non-Recurring costs and Recurring costs for Hulls 45601 – 45612 only. This Modification also adds CLINs 1003ac and 1003bc. In addition, agreed upon Specification language for Fendering is added. The definitization for ECP-001 will be awarded by a forthcoming Delivery Order.**

(CONTINUED ON NEXT PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>MARC E. JAMO, CONTRACTS MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>GAIL S. THOMAS, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED <b>12/18/08</b>	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED

## BLOCK 14 – DESCRIPTION OF MODIFICATION (CONTINUED)

- A. ECP-001 DEFINITIZATION: This Modification definitizes ECP-001, entitled, "Main Engine Raw Water Cooling System Strainer" for Hulls 45601 – 45612 only. The negotiated value for the recurring costs is \$27,243 per hull. The negotiated value for the nonrecurring costs is \$29,238.
- B. The Government is still in the process of making a determination regarding the material of the main engine raw water strainers for Hulls past 45630. A future Modification will definitize Hulls 45613 – 45630, and add the Scope of Work and the Contractual Change Language.
- C. PART I – THE SCHEDULE, SECTION B - SUPPLIES OR SERVICES AND PRICES:  
This Modification incorporates two new CLINs for Changes incorporated to the Hulls after Contract Award and increases a CLIN for NRE definitization.
- Section B.1.1.b Firm Fixed Price Line Item 1003ac, "Post Award Changes to Hulls 1 – 8" is added at an initial value of \$27,243.
  - Section B.1.1.b Firm Fixed Price Line Item 1003bc, "Post Award Changes to Hulls 9 – 12" is added at an initial value of \$27,243.
  - Section B.1.1.b Firm Fixed Price CLIN 1009 is increased by \$29,238 from \$546,308 to \$575,546 for definitization of NRE for ECP-001.
- D. PART I – THE SCHEDULE, SECTION C - DESCRIPTION:  
Section C.6.1, Response Boat – Medium Post Award Changes (CLIN x003yc) is added.
- E. PART I – THE SCHEDULE, SECTION F – DELIVERABLES OR PERFORMANCE:  
Section F.2, Desired and Required Time of Delivery, paragraph F.2.2, Required Delivery Schedule, is revised to add CLIN x002yc.
- F. PART I – THE SCHEDULE, SECTION G – CONTRACT ADMINISTRATION DATA:
- Section G.3, Invoicing Requirements
    - Subparagraph G.3.3. is revised to include CLIN x003yc
    - Subparagraph G.3.3.1. is modified to clarify CLINs 1002 and x003.
    - Subparagraph G.3.3.4.3. is added to exempt CLIN x003yc from contractual retainage requirements.
    - Subparagraph G.3.3.5. is added to further define invoice requirements for x003yc.
  - Section G.4, Basis of Payments for Performance-based Payments, subparagraph G.4.1.2 is revised to include CLIN x003yc.
- G. PART II – Contract Clauses, Section I – Contract Clauses  
Section I.1, Clauses Incorporated by Reference, CLINs 2009 and 3009 were added to Clause 52.249-6, Termination with Alternate IV, and Clause 52.249-14, Excusable Delays. They were inadvertently left out of Modifications A00017 and A00021 where the CLINs were first incorporated.
- H. PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, SECTION J, ATTACHMENT 2 – SPECIFICATION: This Modification approves and incorporates no cost supplementally agreed changes to the Specification. Revise Specification Section 114, Fendering System, add subparagraph 114-1.5 for further definition per USCG letter 114-

BLOCK 14 – DESCRIPTION OF MODIFICATION (CONTINUED)

R0688, dated 3 September 2008.

- I. This Modification, arrived at by mutual agreement of the parties, constitutes full and final adjustment of the CLIN value for any direct, indirect, and consequential effects of ECP-001 nonrecurring costs and recurring costs for Hulls 45601 – 45612, including, but not limited to cost incurred, and extension of time due to delay, disruption, and suspension of work.
- J. This Modification does not obligate Government funds. The change in Contract effort associated with this definitization will be awarded by a forthcoming Delivery Order.
- K. It is agreed that all other Contract requirements remain unchanged.
- L. This completes block 14.

**Part I - The Schedule (Continued)**  
**Section B - Supplies or Services and Prices**

**B.1 [Orig] CONTRACT LINE ITEM NUMBER (CLIN) DESCRIPTIONS**

**B.1.1. [Orig] BASE CONTRACT PERIOD: DATE OF AWARD THROUGH SIXTY MONTHS THEREAFTER, CONSISTING OF FIVE TWELVE-MONTH PRICE PERIODS.**

a. [Orig] The prices below reflect indefinite-delivery, indefinite-quantity (IDIQ) contract line items to be performed in accordance with the contract requirements for the base contract period. Orders will be placed IAW FAR clauses 52.216-18, Ordering (Oct 1995), 52.216-19, Order Limitations (Oct 1995), and 52.216-22, Indefinite Quantity (Oct 1995) incorporated into this contract in Section I.1. 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.

b. [Orig] **FIRM FIXED PRICE LINE ITEMS**

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
<b>PRICE PERIOD ONE</b>			
1001 [A00024]	Project Management (as described in Section C.4). This CLIN is required whenever work, other than that associated with warranty administration, under 1002, 1009, x003, x003yc, x004, x005, x006, x007, or x008 (where x equals a price period) (where y equals the associated hull SubCLIN) is ongoing. The Government may order any quantity of months under this CLIN provided that the performance period is limited to this price period.	MONTH	<u>\$455,703</u>
1002 [A00020]	RB-M Detailed Design (as described in Section C.5). This CLIN must be ordered before orders for CLINs x003 (where x equals a price period) may be placed.	JOB	<u>\$11,229,232</u>
1003 [Orig]	Response Boat - Medium (as described in Section C.6). Hulls refers to a range of total consecutive RB-Ms ordered under this contract (i.e. hull 9 cannot be ordered until hull 8 is ordered). The Government may order all or any part of this CLIN during this price period, provided that an individual hull may not be ordered		

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
	more than once under this contract.		
1003a [Orig]	Hulls 1-8	EACH	<u>\$1,927,156</u>
<b>1003ac [A00024]</b>	<b>Post Award Changes to Hulls 1-8</b>	<b>EACH</b>	<b><u>\$27,243</u></b>
1003b [Orig]	Hulls 9-20	EACH	<u>\$1,896,800</u>
<b>1003bc[A00024]</b>	<b>Post Award Changes to Hulls 9-12</b>	<b>EACH</b>	<b><u>\$27,243</u></b>
1003c [Orig]	Hulls 21-36	EACH	<u>\$1,886,811</u>
1004 [Orig]	RB-M Cradle (as described in Section C.7)	EACH	<u>\$16,222</u>
1005 [Orig]	Display Model (as described in C.8)	EACH	<u>\$15,340</u>
1009 [A00024]	Post Award Changes to RB-M Detailed Design	JOB	<b><u>\$575,546</u></b>
1010 [A00023]	Post Award Changes Other Than RB-M Detailed Design	JOB	<u>\$292,964</u>
<b>PRICE PERIOD TWO</b>			
2001 [A00003]	Project Management (as described in Section C.4). This CLIN is required whenever work, other than that associated with warranty administration, under 1002, 1009, x003, x004, x005, x006, x007, or x008 is ongoing. The Government may order any quantity of months under this CLIN provided that the performance period is limited this price period.	MONTH	<u>\$510,426</u>
2002 [Orig]	Vacant	N/A	<u>N/A</u>
2003 [Orig]	Response Boat - Medium (as described in Section C.6). Hulls refers to a range of total consecutive RB-Ms ordered under this contract (i.e. hull 9 cannot be ordered until hull 8 is ordered). The Government may order all or any part of this CLIN during this price period, provided that an individual hull may not be ordered more than once under this contract		
2003a [Orig]	Hulls 1-8	EACH	<u>\$2,055,228</u>
2003b [Orig]	Hulls 9-20	EACH	<u>\$1,896,800</u>
2003c [Orig]	Hulls 21-36	EACH	<u>\$1,886,811</u>
2003d [Orig]	Hulls 37-66	EACH	<u>\$1,887,154</u>

**C.4 [Orig] PROJECT MANAGEMENT (CLIN 1001, 2001, 3001, 4001, 5001, 6001, 7001, 8001)**

The Contractor shall provide project management in support of the requirements found in this contract, including providing the PRO Facilities described in section 087-1 of the Attachment 1 to Section J, the Statement of Work, and all time-based recurring data requirements found in Attachment 3 to Section J, the Contract Data Requirements List (CDRLs). This CLIN is required whenever work under 1002, x003,x004, x005, x006, x007, or x008 is ongoing.

**C.5 [A00003] DETAILED DESIGN OF RESPONSE BOAT - MEDIUM (CLIN 1002, 1009)**

The Contractor shall complete a detailed design of the Response Boat – Medium described in Attachment 2 to Section J, the Specification. The detailed design shall include developing and populating the Integrated Systems Model (ISM) described in section 041-5 of the Statement of Work, developing a configuration management system and the configuration baselines described in section 068-2 of the Statement of Work, developing mock-ups required by section 098-2 of the Statement of Work, conducting any additional testing required under section 092 and 097 of the Statement of Work, developing and providing the initial material required by section 099 of the Statement of Work, and developing and submitting all related data requirements found in the CDRLs. The scope of this item may include additional efforts associated with establishing project management and contract administration requirements found elsewhere in the solicitation. This CLIN must be ordered before orders for CLINs x003 (where x equals a price period) may be placed.

**C.5.1 [A00019] POST AWARD CHANGES OTHER THAN RESPONSE BOAT – MEDIUM DETAILED DESIGN (CLIN 1010)**

The Contractor shall perform work effort in accordance with Contract Changes incorporated and specified by the Contracting Officer

**C.6 [Orig] RESPONSE BOAT - MEDIUM (CLIN 1003, 2003, 3003, 4003, 5003, 6003, 7003, 8003)**

The Contractor shall construct the Response Boat – Medium in accordance with section 070 of the Statement of Work, provide the Outfit described in section 6 of the Specification, provide all associated data deliverables required by the CDRLs, warrant the RB-M in accordance with FAR 52.246-19 incorporated at Section I.4, conduct tests and trials as described in section 092 of the Statement of Work, and prepare, transport, and deliver the RB-M in accordance with the section 084 of the Statement of Work, the instructions in the delivery order, and Sections E and F of the contract. The scope of this item may include those increased efforts in project management and contract administration associated with having multiple numbers of RB-M under production at the same time, if not allocated to CLIN x001, where x equals the price period.

**C.6.1 [A00024] RESPONSE BOAT – MEDIUM POST AWARD CHANGES (CLIN x003yc) (where x equals a price period) (where y equals the associated hull SubCLIN)**

The Contractor shall modify the Response Boat – Medium in accordance with incorporated ECPs and REAs .

**Part I - The Schedule**  
**Section F - Deliveries or Performance**

**F.1 [Orig] 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/these address(es):

<http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>TITLE (DATE)</u>
52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY (JUN 2003)

**F.2 [Orig] DESIRED AND REQUIRED TIME OF DELIVERY**

F.2.1. [Orig] Reserved.

F.2.2. [A00024]

<b>REQUIRED DELIVERY SCHEDULE</b>		
<u>ITEM</u>	<u>NAME</u>	<u>PERFORMANCE/DELIVERY PERIOD</u>
x001	Project Management	To begin immediately upon receipt of a Delivery Order or at the conclusion of the last quantity ordered under any previous Delivery Orders, whichever is later, and to conclude at the end of that same calendar month. First period may be an incomplete month.
1002	RBM Detailed Design	Phased Detailed Design, as described in 068-3 of Section J Attachment 1, the Statement of Work, must be completed in time to meet the delivery schedule requirements for the first RB-M, CLIN x003. Data deliverables must be delivered IAW Section J Attachment 3, Contract Data Requirements List. Final delivery of the ISM, as described in 041-5 of Section J Attachment 1, the Statement of Work, must

		be completed by the end of the performance period.
1009	Post Award Changes to RB-M Detailed Design	In accordance with Performance/Delivery Period described for CLIN 1002 above.
1010	Post Award Changes to RB-M Other Than Detailed Design	Within the response requirements identified in the Change.
x003	Response Boat - Medium	In accordance with the approved IMS required by Section 041-9 of Attachment 1 to Section J, Statement of Work, but, for the first RB-M and the first RB-M following a “break in production” defined in the approved IMS, not later than 270 days after the effective date of the Delivery Order, and, for subsequent RB-Ms, not later than the number of days after the delivery of the preceding RB-M needed to maintain a steady rate to deliver the estimated quantity identified in B.3 within one year, unless otherwise agreed to in the IMS.
<b>X003yc</b>	<b>Response Boat – Medium Post Award Changes</b>	<b>In accordance with Performance/Delivery Period described for CLIN x003 above.</b>
x004	RB-M Cradle	Within 120 days of receipt of a Delivery Order for the first cradle and, for subsequent cradles, within 30 days of the delivery of the preceding model or the receipt of another Delivery Order, whichever is later.
x005	Display Model	Within 180 days of receipt of the Delivery Order for the first model and, for subsequent models, within 120 days of the delivery of the preceding model or the receipt of another Delivery Order, whichever is later.
x006	Technical Advice/Support	Within the response requirements identified in Section 080-2 of the Statement of Work, or as identified in the Task Order, whichever is later.
x007 2009 3009	Technical Service	Within the response requirements identified in Section 080-2 of the Statement of Work, or as identified in the Task Order.
x008	Spare/Repair Parts	Within the response requirements identified in Section 080-2 of the Statement of Work, or as identified in the Task Order, whichever is later.

- for contract financing payment for it to constitute a proper request for contract payment.
- G.3.1.3.** [Orig] Invoices shall be broken down by CLIN and sub-CLIN. Invoices containing CLIN x003 shall be further broken down by RB-M hull number.
  - G.3.1.4.** [Orig] Cost-based invoices shall be certified by the Contractor with regards to the allowable and allocable costs incurred in the performance of the work as of the last day of the invoice period.
  - G.3.1.5.** [Orig] An original and two (2) information copies shall be submitted to the Project Resident Office. Failure to submit directly to this office will delay payment.
- G.3.2.** [A00019] Prompt Payment CLINs 1009, 1010, x004 and x005 (where x equals the price period). In addition to the general requirements above and the requirements of FAR 52.232-25, Prompt Payment, incorporated at Section I.1, includes evidence of Government acceptance for CLINs x004 and x005 and evidence of progress for CLINs 1009 and 1010. For the final Invoice of CLINs 1009 and 1010, provide evidence of acceptance.
- G.3.3.** [A00024] Performance-Based Payments CLINs 1002, x003 (where x equals the price period) and x003yc (where y equals the associated hull SubCLIN). In keeping with the requirements of the FAR clause 52.232-32, "Performance-Based Payments", incorporated at Section I.2, include approved Budgeted Cost for Work Performed (BCWP) Earned Value Management System (EVMS) reporting information in support of the request for payment or contract financing.
- G.3.3.1.** [A00024] For CLINs 1002 and x003, no payment will be required to be made upon invoices aggregating less than five thousand dollars (\$5,000).
  - G.3.3.2.** [Orig] Computation of amounts. The Contractor shall not be entitled to payment of a request for performance-based payment prior to Contracting Officer's acceptance of all components of the evidence/basis of payment for a milestone identified in paragraph G.4. Unless the Contractor requests a smaller amount, the Government will compute each performance-based payment as 90 percent of the value of the completed milestones identified in paragraph G.4, less the sum of all previous performance payments made by the Government under this contract. Any amount computed as earned but not paid is defined as retention.
  - G.3.3.3.** [Orig] Liquidation. Except as provided in the Termination for Convenience of the Government clause, all performance-based payments shall be liquidated by deducting from any payment under this contract the unliquidated performance-based payments, or 90 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated performance-based payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
  - G.3.3.4.** [Orig] Retention. Unless otherwise determined by the Contracting Officer, the Government will:
    - G.3.3.4.1.** [Orig] For CLIN 1002, at the end of six months after acceptance of all components of the evidence/basis of payment for a milestone identified in paragraph G.4, pay the retention for that milestone.

- G.3.3.4.2.** [A00001] For [CLINs x003](#), at the end of the first 18 months of the warranty period for each RB-M, make payments of one-half of the amounts held as retention. In accordance with E.3.2., upon final acceptance of the RB-M, final settlement on the retained amount will be made less any amounts withheld for warranty extensions. Upon final acceptance of the RB-M (as defined in [E.3.2](#)), at the expiration of all warranty periods and the resolution of any outstanding warranty claims, final settlement on the retained amount will be made.
- G.3.3.4.3.** **[A00024] For CLINs x003yc, no contractual retainage requirements are applicable.**
- G.3.3.5.** **[A00024] For CLINs x003yc, when changes are incorporated for Hulls that have already been delivered or are under construction where milestones have previously been paid, retroactive adjustments associated with the priced changes are payable upon Modification execution. The contractual retainage requirements are not applicable.**
- G.3.4.** [A00021] Time and Materials CLINs [x006](#) and [x007](#) (where x equals the price period) and CLIN 2009 and CLIN 3009.
- G.3.4.1.** [Orig] In addition to the general requirements above and the requirements of [FAR 52.232-7](#), Payments under Time-and-Materials and Labor-Hour Contracts, incorporated at [Section I.1](#), for invoices against Time and Materials CLINs, include the following additional data on the invoice:
- G.3.4.1.1.** [Orig] A breakdown of labor charges by labor hours and classification.
- G.3.4.1.2.** [Orig] A breakdown of direct materials costs and other direct costs, if any, to include all material expenditure, less any discounts taken.
- G.3.4.1.3.** [Orig] Cumulative value of all invoices against the delivery/task order to date.
- G.3.4.2.** [Orig] Computation of amounts. Unless the Contractor requests a smaller amount, the Government will compute each time and materials payment as the value of the amount(s) invoiced for time and materials CLINs less 5 percent, provided that not more than \$50,000 per order has already been retained. Any amount earned but not paid is defined as retention.
- G.3.4.3.** [Orig] Liquidation. Except as provided in the Termination for Convenience of the Government clause, all time and material payments shall be liquidated by deducting from any payment under this contract the unliquidated time and material payments, or 95 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated time and materials payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- G.3.4.4.** [Orig] Retention. The Government will, at the end of the period prescribed by [FAR 52.232-7](#), pay the retention.
- G.3.5.** [Orig] Cost Plus Fixed Fee CLINs [x008](#) (where x equals the price period).
- G.3.5.1.** [Orig] The Government will make payments to the Contractor, subject to and in accordance with the FAR Clause [52.216-8](#), Fixed Fee, incorporated at Section I.1. Such payments shall be equal to the allowable cost and proportional fee

			next month, and level of effort performed.
20. CDRL 086-006 Operator's Handbook	1% \$34,440	Severable	• Approval of CDRL <sup>1</sup>
21. CDRL 086-007 Org Maint Manual	1% \$34,440	Severable	• Approval of CDRL <sup>1</sup>
22. CDRL 086-008 BCMP	1% \$34,440	Severable	• Approval of CDRL <sup>1</sup>
23. CDRL 086-009 Tech Repair Standards Manual	1%	Severable	• Approval of CDRL <sup>1</sup>
24. IETP Data Validation	6%	Cumulative	• Content Validation based on results of Contractor validation procedures conducted IAW SOW 086-2.4.1
25. Media-rich Content Delivery	8%	Cumulative	• All remaining content for IETP including text, 3D model images, and photographs, and simulations.
<ul style="list-style-type: none"> <li><sup>1</sup> Evidence/Basis for Payment is an Approval of the submittal by the Government. If Government CDRL review time for a specific CDRL has expired without response, the Government agrees to waive the need to have approval on that CDRL for milestone payment purposes.</li> </ul>			

**G.4.1.2. [A00024] CLIN x003, RB-M (where x equals the price period) and CLIN x003yc RB-M Post Award Changes (where y equals the associated hull SubCLIN)**

Number	Milestone	% of CLIN	Severable / Cumulative	Evidence of Payment
1	Initiate Production	5%	Severable	Purchase Order Issued for Engines and Jets
2	Fabrication Kits	25%	Severable	Receipt of Hull/Superstructure (Bottom/Main deck/Pilot House) Plate Kits at Production Facility
3	Initiate Sub-Assemblies and Extruded Aluminum Materials	15%	Severable	Receipt of Jets and Extruded Aluminum Material (Bulb Flats, Flat bar, Tees, Pipe)
4	Backbone	10%	Cumulative	Backbone landed in 3D Hull Jig
5	Joiner Deck and Hull Assemblies Complete	15%	Cumulative	Contractor QA Report for accepted weld of the Joiner Deck and Hull Assemblies
6	Pilot House Joined to Deck Assembly	15%	Cumulative	Contractor QA Report for accepted weld of the Pilot House to the Deck Assembly

**Part II - Contract Clauses**  
**Section I - Contract Clauses**

**I.1 [A00024] 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/these address(es):

<http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>TITLE (DATE)</u>
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)
52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)
52.243-7	NOTIFICATION OF CHANGES (APR 1984) First Fill-in: "30 days or as negotiated with the Contracting Officer" Second Fill-in: "30 days or as negotiated with the Contracting Officer"
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2004)
52.245-4	GOVERNMENT FURNISHED PROPERTY (SHORT FORM) (JUN 2003)
52.245-17	SPECIAL TOOLING (MAY 2004)
52.245-18	SPECIAL TEST EQUIPMENT (FEB 1993)
52.246-24	LIMITATION OF LIABILITY – HIGH-VALUE ITEMS (FEB 1997), Alternate I (Apr 1984) This clause applies to the Response Boat – Medium.
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) for CLINs x008 with ALTERNATE IV (SEPT 1996) for CLINs x006, x007, <b>2009 and 3009</b>
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984) for CLINs x006, x007, x008, <b>2009 and 3009</b>
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

HOMELAND SECURITY ACQUISITION REGULATION (48CFR CHAPTER 30)

[http://www.dhs.gov/interweb/assetlibrary/DHS-HSAM-Notice\\_thru\\_05-02.pdf](http://www.dhs.gov/interweb/assetlibrary/DHS-HSAM-Notice_thru_05-02.pdf)

[http://www.dhs.gov/dhspublic/interweb/assetlibrary/organizational\\_conflicts\\_of\\_interest\\_deviation.pdf](http://www.dhs.gov/dhspublic/interweb/assetlibrary/organizational_conflicts_of_interest_deviation.pdf)

<http://www.uscg.mil/hq/cg-85/COCO%20Alerts/FY%2005/05-08%20attachment%20HSAR.pdf>

NUMBER      TITLE (DATE)

3052.209-72	ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2004) (DEVIATION)
3052.211-70	INDEX FOR SPECIFICATIONS (DEC 2003)

- 114-1.2 [Orig] The fendering system shall extend around the complete perimeter of the boat except the transom. The fendering system shall not extend below the full load static waterline.
- 114-1.3 [Orig] Fendering systems shall be modular to allow for ease of replacement and replacement of only those sections that are damaged. The fendering sections shall be installed to keep each section from shifting out of position. The fendering shall be interchangeable so that custom fitting of spare fendering is not required.
- 114-1.4 [Orig] The fendering color shall be International Orange [FED-STD 595B\(1\)](#) Color Number 12197. An alternate fendering color may be approved by the Contracting Officer if International Orange is not available in the fendering material selected. Heavy duty rub strakes, non-skid or other fittings on the fendering do not need to be International Orange.
- 114-1.5 [A00024] The maximum allowable gap between any two (2) fender sections is .25 inches. The maximum unfairness or mismatch between any two (2) fender sections is .25 inches.**

#### **114-2 [Orig] Removal and Replacement**

- 114-2.1 [Orig] The fendering shall be attached to the hull in such a manner that it can be removed for repair or replacement with non-powered hand tools while the boat is afloat. Adhesives and welding shall not be used to attach the fendering system to the hull.

#### **114-3 [Orig] Fender Materials**

- 114-3.1 [Orig] The fendering shall be constructed of durable materials that are highly resistant to puncture, tearing, and sunlight degradation.
- 114-3.2 [Orig] Materials used for fendering systems shall be suitable for the intended use without noticeable moisture absorption, deterioration of performance characteristics, or increase in weight over time.

### **120 [Orig] STRUCTURAL BULKHEADS**

#### **120-1 [Orig] General**

- 120-1.1 [Orig] Full penetration welds shall be provided for butts and seams of the bulkheads and tanks. Tee joints at boundary connections of bulkheads and tanks shall have continuous welding on both sides.
- 120-1.2 [Orig] All attachments of bulkhead stiffeners to plating, up to the level of the chine and for one-tenth of their length at the opposite end, shall be made by double continuous fillet welds. The nominal leg of the welds shall be 1/16 inch less than the thinner plate attached, but shall not be less than 1/8 inch.
- 120-1.3 [Orig] Where wiring trunks, pipe tunnels, or shaft tubes terminate in transverse watertight bulkheads, the ends of such trunks or tunnels shall be sealed watertight at each such bulkhead.
- 120-1.4 [Orig] Attachments to bulkheads for the purpose of supporting local loads shall not impair the strength or tightness of the bulkhead. Insert and margin plates, additional reinforcing, special framing, or stiffening shall be installed to distribute local stress. Attachments shall be made to the framing and not directly to the bulkhead plating.