

Part I - The Schedule
Section E - Inspection and Acceptance

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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(s): www.acquisition.gov/far/index.html.

a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR Clause(s) that Apply to Phase I and II

52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG1996) ALT. 1 (JUL 1985)
52.246-3	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
52.246-15	CERTIFICATE OF CONFORMANCE (APR 1984)
52.246-16	RESPONSIBILITY OF SUPPLIES (APR 1984)

NOTE 1: 52.246-15 only applies to spare parts.

b. HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES

3052.217-92	INSPECTION AND MANNER OF DOING WORK (DEC 2003)
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E.2 CLAUSES INCORPORATED BY FULL TEXT

52.246-11 -- Higher-Level Contract Quality Requirement (Feb 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
	ISO 9001			

(End of Clause)

E.3 ACCEPTANCE OF DATA

a. All contract data deliverables will be reviewed by the Coast Guard for various purposes including progress monitoring, quality checks (random and systematic) and to ensure the Coast Guard has a reasonable expectation of the contractor meeting the contract requirements. Deliverables may be returned with comments, recommendations or with advisory notes concerning contract compliance.

b. All contract data deliverables will be reviewed by the Coast Guard for various purposes

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including progress monitoring, quality checks (random and systematic) and to ensure the Coast Guard has a reasonable expectation of the Contractor meeting the requirements of the contract. Approval of design deliverables will not relieve the Contractor from meeting the contract requirements including, but not limited to, performance and testing requirements. Any letter of acknowledgment of receipt of material shall not be construed as a waiver of review or as an acknowledgment that the material is in conformance with the contract.

c. Final approval and/or acceptance of documentation required herein will be by letter of approval and/or acceptance of the Contracting Officer. Any letter of acknowledgment of receipt of material shall not be construed as a waiver of review or as an acknowledgment that the material is in conformance with the contract.

E.4 ACCEPTANCE OF THE LEAD AND FOLLOW SHIPS

(a) The term "Acceptance" refers to the physical custody transfer of the OPC(s) as documented by the execution of a Form DD 250, Material Inspection and Receiving Report. The Contractor shall provide the original and four duplicates to the Contracting Officer who will be the Coast Guard official accepting the lead and each follow ship. The DD-250 shall identify each CLIN and sub-CLIN with the corresponding price. Acceptance is also referred to as "Delivery."

(b) The Contractor shall be responsible for scheduling a suitable interval between the satisfactory completion of all trial requirements and delivery in order to correct contractor responsible deficiencies. The interval shall be a minimum of 45 days on the lead ship and 31 days on follow ships. The scheduled interval of time after completion of all trial requirements and delivery will not be shortened or eliminated without the Coast Guard's agreement.

(c) Timely delivery of these ships, particularly the lead ship, is of the essence and substantial compliance with the requirements is not the standard for acceptance. Strict compliance shall be interpreted to mean:

(1) The Contractor has satisfactorily carried out those tests, inspections and trials for which the Contractor is responsible, and that the Contractor has corrected all Contractor responsible deficiencies discovered before, during or after completion of all tests, inspections and trials for which the Contractor is responsible,

(2) The Contractor shall not conduct Acceptance Trials until all Builder's Trials have been successfully completed and all discrepancies corrected. Prior to Acceptance Trials, each ship shall be in all respects ready for acceptance except for final cleaning and touch up.

(3) Following Acceptance Trials all starred and Part I safety trial cards have been corrected to the satisfaction of the Coast Guard.

In addition, over time a downward trend in the total number of trial cards generated during Builders Trials has been established.

(c) Upon satisfactory completion of (1) acceptance trials and (2) correction of deficiencies and/or listing of deficiencies (open items) on the DD 250, as provided in paragraph (a) above, the Contractor shall present the ship(s) to the Coast Guard for Acceptance.

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(d) Following Acceptance, the Coast Guard may make the OPC(s) available to the Contractor, at the Contractor's construction facility, or require the Contractor to come to the OPC(s), for purposes such as,

- (i) the contractor is permitted on a not to interfere basis to correct defects noted at Acceptance, and
- (ii) for the performance of any additional work required by change orders issued pursuant to the "Changes" clause of this contract prior to the acceptance and not theretofore performed, and
- (iii) for the correction of warranty items in accordance with the warranty clause.

The Coast Guard is under no obligation to make the ship available at the Contractor's construction facility; however, if the Coast Guard elects to make the OPC(s) available to the Contractor at the Contractor's construction facility for the accomplishment of the above described work following acceptance, the Contractor agrees to receive the OPC(s) and perform the work. The Coast Guard may leave the OPC(s) at the Contractor's construction facility or return the OPC(s) thereto for the correction of defects not previously corrected and for the performance of any additional work required by change orders issued pursuant to the "Changes" clause of this contract prior to Acceptance and not theretofore performed.

(e) The Contractor shall exercise reasonable care to protect the ships at all times until delivery, and thereafter during such times as the OPC(s) is at the Contractor's construction facility during the warranty period.

E.5 POST DELIVERY PERIOD (PDP)

(a) Immediately following acceptance, each OPC will commence a PDP of 45 calendar days at the Contractor's facility. During the PDP, the Contractor shall provide:

- 1) Berthing space pier side for the cutter, including a lighted brow and landing platform as appropriate; electricity, freshwater, sewage disposal, and telephone utilities from shore connections, daily garbage removal, line handling services and material handling services;
- 2) At least six convenient parking spaces for ship's force personnel;
- 3) Fire protection, including maintenance of ship's firemain pressure in the event of cutter's system failure or interruption for repair purpose and firefighting water shore tie; and
- 4) Access through the yard to the cutter for authorized Government personnel, ship's force and authorized visitors.
- 5) The Contractor shall provide necessary tug and pilot services to move each OPC from the pier or dock to navigable waters and upon return from navigable waters to the pier or dock of the construction facility..

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(b) The Contractor may be allowed access to the ship on a not to interfere basis. Ship access will be authorized by the ship's Commanding Officer and coordinated through the Contracting Officer.

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