

The Schedule (Continued)
Section F - Deliveries or Performance

F.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 address: www.acquisition.gov/far/index.html.

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

52.242-15	STOP-WORK ORDER (AUG 1989) ALT. 1 (APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-29	F.O.B. ORIGIN (FEB 2006)
52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-48	F.O.B. DESTINATION – EVIDENCE OF SHIPMENT (FEB 1999)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)
52-247-65	F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991)

b. HOMELAND SECURITY ACQUISITION REGULATION (HSAR)

3052.217-93	SUBCONTRACTS (USCG) (DEC 2003)
3052.219-70	SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (JUN 2006)
3052.247-71	F.O.B ORIGIN ONLY (DEC 2003)
2052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)

F.2 CLAUSES INCORPORATED BY FULL TEXT

Liquidated Damages -- Supplies, Services Or Research And Development (Sep 2000) (FAR 52.211-11)

F.3 DEFINITION OF DAYS

Wherever used, "days" means calendar days.

When used, "working day" excludes weekends and U.S. Federal holidays

F.4 PLACE OF DELIVERY - GOVERNMENT FURNISHED INFORMATION/PROPERTY

Only the information or property listed in Section J, Attachments 9 and 11, in the quantity shown, will be furnished by the Government. All other information or property required for performance of this contract shall be furnished by the Contractor. Such Government Furnished Information/Property shall be delivered at or near Contractor's plant under Government bill of

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lading, free of expense to the Contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a track to the Contractor's plant is necessary, the Contractor agrees to arrange for the prompt unloading of cars, pick-up and delivery of property to Contractor's plant free of expense to the Government.

F.5 EARLY DELIVERY

a. The Coast Guard is not obligated and does not intend to accept early delivery of any ship. Crew Training and familiarization preclude the Coast Guard from accepting a ship early

F.6 PERIOD OF PERFORMANCE / DELIVERY SCHEDULE

a. The Period of Performance (POP) for Phase I of this contract shall be from contract award until all Contract Design Review exit criteria are complete, all required data is accepted by the Coast Guard and an option for detail design has been exercised. During Phase II, ship construction POP is 3 years each or 4 years from the date when the corresponding Long Lead Time Material CLIN is exercised, whichever is later. In option periods where two ships are being constructed simultaneously, the second ship shall be delivered 180 days after the first ship.

b. The Government requires delivery to be made according to the following schedule:

SDD = Ship Delivery Date

DAOE = Days after Option Exercise

REQUIRED DELIVERY SCHEDULE		
ITEM	NAME	PERFORMANCE/DELIVERY PERIOD
0001	Preliminary and Contract Design	The period of performance is from contract award until all Contract Design Review exit criteria are complete and all required data is accepted by the Coast Guard Data delivery is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Preliminary and Contract Design Contract Data Requirements List.
1601	Detail Design	The period of performance for the Detail Design is from option exercise until Lead Ship delivery and all required data is accepted by the Coast Guard.

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REQUIRED DELIVERY SCHEDULE		
ITEM	NAME	PERFORMANCE/DELIVERY PERIOD
		Data delivery is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Detail Design Contract Data Requirements List"
1602	Long Lead Time Material (LLTM) for Hull #1	SDD Deliver concurrent with lead ship
1701	Construction of Lead Ship - Hull #1	1095 DAOE or 1460 DAOE of LLTM for Hull #1, whichever is later
		Data delivery is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Construction Data Requirements List"
1702	AEL, GUCL	Refer to F.10
1703	OBRP/SRI/OSI	Refer to F.11
1704	System Stock	Refer to F.12
1705	LLTM for Hull #2	Delivery concurrent with hull #2
1706	Insurance Spares	Refer to F.15
1801	Follow Ship Construction Hull #2	1095 DAOE or 1460 DAOE of LLTM for Hull #2, whichever is later
1801		Data delivery is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Construction Contract Data Requirements List"
1802	AEL, GUCL	Refer to F.10
1803	OBRP/SRI/OSI	Refer to F.11
1804	System Stock	Refer to F.12
1805	LLTM for Hull #3	Delivery concurrent with Hull #3
1806	Insurance Spares	Refer to F.15
1807	Training Aids	Refer to F.14
1901	Follow Ship Construction Hull #3	1095 DAOE or 1460DAOE of LLTM for Hull #3, whichever is later

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REQUIRED DELIVERY SCHEDULE		
ITEM	NAME	PERFORMANCE/DELIVERY PERIOD
1901		Data deliver is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Construction Contract Data Requirements List"
1902	AEL, GUCL	Refer to F.10
1903	OBRP/SRI/OSI	Refer to F.11
1904	System Stock	Refer to F.12
1905	Warranty for Lead Ship	2 years following acceptance of lead ship
1906	Display Model	Refer to F.16
1907	LLTM for Hull #4	Deliver concurrent with Hull #4
1907	LLTM for Hull #5	Deliver concurrent with Hull #5
1908	Insurance Spares	Refer to F.15
2001	Follow Ship Construction Hull #4	1095 DAOE or 1460DAOE of LLTM for Hull #1, whichever is later
2001	Follow Ship Construction Hull #5	1275 DAOE or 1640 DAOE of LLTM for Hull #4 and #5, whichever is later
2001		Data delivery is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Construction Contract Data Requirements List"
2002	AEL, GUCL	Refer to F.10
2003	OBRP/SRI/OSI	Refer to F.11
2004	System Stock	Refer to F.12
2005	Life Cycle Engineering	1 year
2006	Warranty for Hull #2	1 Year following acceptance of Hull #2
2007	ICSS	Refer to F.13
2008	LLTM for Hull #6	Deliver concurrent with Hull #6
2008	LLTM for Hull #7	Deliver concurrent with Hull #7
2009	Insurance Spares	Refer to F.15
2101	Follow Ship Construction Hull #6	1095 DAOE or 1460 DAOE of LLTM for Hull #6, whichever is later
2101	Follow Ship Construction Hull #7	1277 DAOE or 1642 DAOE of LLTM for Hull #7, whichever is later

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ITEM	NAME	PERFORMANCE/DELIVERY PERIOD
2101		Data delivery is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Construction Contract Data Requirements List"
2102	AEL, GUCL	Refer to F.10
2103	OBRP/SRI/OSI	Refer to F.11
2104	System Stock	Refer to F.12
2105	Life Cycle Engineering	1 year
2106	Warranty for Hull #3	1 Year following acceptance of Hull #3
2107	LLTM for Hull #8	Delivery concurrent with Hull #8
2107	LLTM for Hull #9	Delivery concurrent with Hull #9
2108	Insurance Spares	Refer to F.15
2201	Follow Ship Construction Hull #8	1095 DAOE or 1460 DAOE of LLTM for Hull #1, whichever is later
2201	Follow Ship Construction Hull #9	1275 DAOE or 1640 DAOE of LLTM for Hull #4 and #5, whichever is later
2201		Data delivery is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Construction Contract Data Requirements List"
2202	AEL, GUCL	Refer to F.10
2203	OBRP/SRI/OSI	Refer to F.11
2204	System Stock	Refer to F.12
2205	Life Cycle Engineering	1 year
2206	Warranty for Hull #4	1 Year following acceptance of Hull #4
2206	Warranty for Hull #5	1 Year following acceptance of Hull #5
2207	LLTM for Hull #10	Delivery concurrent with Hull #10
2207	LLTM for Hull #11	Delivery concurrent with Hull #11
2208	Insurance Spares	Refer to F.15
2301	Follow Ship Construction Hull #10	1095 DAOE or 1460 DAOE of LLTM for Hull #1, whichever is later
2301	Follow Ship Construction Hull #11	1275 DAOE or 1640 DAOE of LLTM for Hull #4 and #5, whichever is later

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ITEM	NAME	PERFORMANCE/DELIVERY PERIOD
2301		Data delivery is to the Coast Guard IDE and in accordance with the Section J attachment entitled "Construction Contract Data Requirements List"
2302	AEL, GUCL	Refer to F.10
2303	OBRP/SRI/OSI	Refer to F.11
2304	System Stock	Refer to F.12
2305	Life Cycle Engineering	1 year
2306	Warranty for Hull #6	1 Year following acceptance of Hull #6
2306	Warranty for Hull #7	1 Year following acceptance of Hull #7
2307	LLTM for Hull #12	Refer to F.9
2307	LLTM for Hull #13	Refer to F.9
2308	Insurance Spares	Refer to F.15
2309	Class Standard Equipment	Refer to F.9
2401	Warranty for Hull #8	1 Year following acceptance of Hull #8
2401	Warranty for Hull #9	1 Year following acceptance of Hull #9
2501	Warranty for Hull #10	1 Year following acceptance of Hull #10
2501	Warranty for Hull #11	1 Year following acceptance of Hull #11

Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding one working day (the notice of award will be transmitted electronically). (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, then offer will be considered non-responsive and rejected.

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F.7 Lead and Follow Ships

The Contractor shall deliver the lead and follow ships to the Coast Guard for Acceptance at the Contractor's construction facility, F.O.B. Origin, fully outfitted and tested in accordance with the provisions of this contract.

F.8 Long Lead Time Material (all except LLTM for hulls #12 and #13)

The Contractor shall deliver the LLTM F.O. B. Origin to the Contractor's construction facility in time for LLTM's in-yard need date.

The long lead time equipment, material, software and commodities procured or manufactured is to be utilized for construction of or installation on the OPC. The Parties agree the subject equipment, material, and commodities procured or manufactured shall be considered Contractor Furnished Equipment (CFE). Furthermore, these items shall be covered by the Warranty clause of this contract. In no event will these items be considered Government Furnished Property. The cost of maintenance, storage, warranty and other efforts associated with the LLTM is contained in the negotiated target cost of the respective ship construction CLINS.

F.9 LLTM for Hulls #12 and #13 and Class Standard Equipment

The Contractor shall obtain the LLTM and the Class Standard Equipment and store in a secure facility for one year or until delivery instructions are provided by the Coast Guard, whichever is sooner. These items will be F.O. B. Origin to the Contractor's production facility.

F.10 AEL, GUCL

Delivery of these items will be in sufficient time to be part of the outfit of each ship.

F.11 OBRP, SRI, OSI

Orders for OBRP, SRI and OSI may be issued by the Contracting Officer in accordance with the procedures specified in Section H Clause entitled "Orders." Delivery of these items will be in sufficient time to be included in the outfit of each ship.

F.12 SYSTEM STOCK

Orders for System Stock may be issued by the Contracting Officer in accordance with the procedures specified in Section H Clause entitled "Orders." Delivery of these items will be F.O.B. Destination:

HM&E:

Commanding Officer (Code 031)
Engineering Logistics Center
Receiving Room, Building 86
2401 Hawkins Point Road

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Baltimore, MD 21226-5000

Electronics:

Commanding Officer
Engineering Logistics Center
Warehouse Annex
6751 Alexander Bell Drive
Columbia, MD 21226-2102

F.13 ICSS

These items will be F.O.B. Destination.

“Interim Contractor Supply Support (ICSS)” shall be delivered to the following location:

Commanding Officer (Code 031)
Engineering Logistics Center
Receiving Room, Building 86
2401 Hawkins Point Road
Baltimore, MD 21226-5000

F.14 Training Aids

Delivery of these items will be F.O.B. Destination:

Commanding Officer
Attn: TBD
USCG Training Center Yorktown
End of RT 238
Yorktown, VA 23690-5000

Commanding Officer
Attn: TBD
USCG Training Center Petaluma
599 Tomales Road
Petaluma, CA 94952-5000

F.15 Insurance Spares

Delivery of these items will be F.O.B. Destination:

Commanding Officer (Code 031)
Engineering Logistics Center
Receiving Room, Building 86
2401 Hawkins Point Road
Baltimore, MD 21226-5000

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F.16 Display Models

Display Models shall be delivered fully assembled to the following locations:

Commandant (CG-9125)
US Coast Guard Headquarters
1900 Half Street, Rm: 11-1001
Washington DC 20593-0001

Carl McGill
6000 Bitternut Drive
Alexandria, VA 22310

F.17 LAND BASED TEST FACILITY

These items will be F.O.B. Destination.

Commanding Officer (Code 031)
Engineering Logistics Center
Receiving Room, Building 86
2401 Hawkins Point Road
Baltimore, MD 21226-5000

F.18 TEST AND INTEGRATION FACILITY

These items will be F.O.B. Destination.

Commanding Officer
USCG Command and Control Engineering Center (C2CEN)
Attn: SCCS Lab
4000 Coast Guard Blvd
Portsmouth, VA 23703-2199

F.19 RESERVED**F.20 Allocated Baseline Weight Estimate (ABWE) Liquidated Damages**

a. The Contractor's proposed Preliminary Approved Allocated Baseline Weight Estimate (PABWE) for the construction of the OPC will be incorporated into the contract following the Phase II down select decision and the exercise of the option for Detail Design. The PABWE values for Full Load Condition at Delivery displacement and virtual vertical center of gravity (KGv) are the basis for measuring the Contractor responsibility within the meaning of this clause and shall establish the baseline for the Phase II Allocated Baseline Weight Estimate (ABWE). The agreed values reflect the baseline ship exclusive of changes. Further the parties agree that the Approved values include all margins in accordance with the OPC System Specification.

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Contractor responsible Full Load Displacement @ Delivery	XXXXXX LT
Contractor responsible KGv	xx.xx feet
(to be filled in after Phase II downselect and Detail Design option exercise)	

b. Compliance with the Contractor developed OPC Weight Control Program Plan is a required element.

c. The net weight and moment effect of every change incorporated into this contract shall be agreed upon and set forth in a supplemental agreement. When the purpose of a change is the acceptance of a Value Engineering Change Proposal (VECP) that has a favorable effect on the Contractor responsible weight or moment values, the weight and moment effect to be set forth in the supplemental agreement shall be one-half of the amount of the related savings set forth in the accepted VECP.

d. One month prior to the inclining experiment, the net weight and moment of the Government Furnished Material/Government Furnished Equipment (GFM/GFE) since the ABWE, that were beyond the control of the contractor, excluding the effect of contract changes, shall be agreed upon and incorporated into the contract by supplemental agreement. Weight and moment differences in GFM/GFE resulting from the correction of data, for which accurate information was available prior to the ABWE, or from the relocation of GFM/GFE at the discretion of the Contractor, are considered to be within the control of the Contractor.

e. The Contractor shall be responsible for the delivery of the ship with a Full Load Condition displacement and KGv of no more than the agreed values specified in the baseline plus the values agreed upon for ECPs and agreed weight and moment values for GFM/GFE beyond his control. The Contractor shall also be responsible for delivery of the ship with a trim and list within the tolerances specified in the OPC System Specification. The Contractor, however, will not be responsible for the net total adverse effect on trim or list caused by contract changes and differences to GFM/GFE beyond his control. Contractor responsibility shall be determined based on the Coast Guard approved Inclining Experiment Test Data and Test Report [097-04-1361] and CG approved Accepted Ship Report [096-03-1354].

f. If after the ABWE values have been established the Contractor proposes contract changes solely for the purpose of meeting the agreed values of displacement, KG, trim, or list required by this contract, and if the Contracting Officer approves, the changes shall be non-reimbursable and implemented with no increase in the period of performance of this contract.

g. Liquidated Damages Relating to Weight and Moment. The parties agree that this contract has been specifically structured in conjunction with, and is not independent of, the following liquidated damages provision. The parties further agree that the potential remedy of a termination for default of the Contractor for failure to conduct its activities pursuant to this contract in a manner so as to achieve the ABWE values as set forth in this agreement, does not afford a complete or adequate remedy to the Government. The parties also recognize and agree that it is virtually impossible and completely impracticable to establish the actual damages which would be suffered by the Government for the failure of the Contractor to deliver the vessel(s)

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within the agreed values. Therefore, in recognition of the above (for each hull delivered under this contract), the parties hereto have specifically agreed to and established the following schedule of liquidated damages as a reasonable forecast of the damages which would arise in the event that any OPC Class ship is not delivered in compliance with the required weight and/or KG values, as determined by paragraphs (a) thru (f):

(1) Weight - Full Load Condition: For each ten long ton increment in excess of the agreed value for Full Load Condition Displacement at Delivery set forth in paragraphs (a) thru (f) of this clause, the Contractor shall pay to the Government \$500,000; up to a maximum of \$10,000,000.

(2) KGv - Full Load Condition: For each one-tenth foot increment in excess of the agreed value for Full Load Condition KGv at Delivery set forth in paragraphs (a) thru (f) of this clause, the Contractor shall pay to the Government \$1,250,000; up to a maximum of \$10,000,000.

h. List and trim requirements are set forth in the OPC System Specification.