

OFFEROR TO COMPLETE BLOCKS 12 17, 23M 24 & 30

CONTRACT NO.		3. AWARD/EFFECTIVE DATE:		4. ORDER NUMBER		5. SOLICITATION NUMBER M67854-02-R-1004		6. SOLICITATION ISSUE DATE: 14 December 2001	
7. FOR SOLICITATION INFORMATION CALL >		a. NAME		b. TELEPHONE NUMBER (703) 784-5822 X234 (NO COLLECT CALLS)		8. OFFER DUE DATE/ LOCAL TIME 1 February 2002 2:00 pm			
9. ISSUED BY COMMANDER ATTN CTQJC MARCORSYSCOM 2033 BARNETT AVE STE 315 QUANTICO, VA 22134-5010		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: 336612 SIZE STANDARD: 500 Employees		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
BUYER: JEFF CAMPBELL (703) 784-5822 ext 234 FAX: (703) 784-5826				13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)		13b. RATING: C9E		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE 000000					
PLEASE SEE INDIVIDUAL DELIVERY ORDER									
17a. CONTRACTOR CODE [] FACILITY CODE []				18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER TO BE COMPLETED BY OFFEROR				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PLEASE SEE ADDENDUM, PAGE 2, THE SCHEDULE OF SUPPLIES.								
25. ACCOUNTING AND APPROPRIATION DATA PLEASE SEE INDIVIDUAL DELIVERY ORDER							26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-5 ARE ATTACHED, ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED, ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER] DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN. IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mr. Jeffrey T. Campbell			DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER PARTIAL FINAL 		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (PRINT)				
					42b. RECEIVED AT (LOCATION)				

		42c. DATE RECD (YYMMDD)	42d. TOTAL CONTAINERS	
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AUTHORIZED FOR LOCAL REPRODUCTION
(10-95)

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPER WORK

STANDARD FORM 1449

BURDEN STATEMENT

PRESCRIBED BY GSA-FAR (48 CFR) 53.212

**ADDENDUM
THIS IS A FIRM FIXED PRICE CONTRACT**

Blocks 19 through 24. Schedule of Supplies/Services are as follows:

CONTRACT AND DELIVERY ORDER MINIMUMS AND MAXIMUMS:

CONTRACT	MIN: 3 Unit	MAX: 100 Units
DELIVERY ORDER	MIN: 3 Unit	MAX: 50 Units

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Small Unit Riverine Craft (SURC) system, in accordance with performance specification, to be delivered FOB destination, compliant with the manufacturer's delivery schedule	Min: 3 Max: 50	See Calculation Table		
0002	Contractor Logistics Support for 60-months, for systems delivered under CLIN 0001 ¹	50	EA	\$	\$
0003	Instructor and Key Personnel Training, to be initiated at the discretion of the Government after acceptance of CLIN 0001 at specified location ²	1	LOT	\$	\$
0004	Training Aids, to be delivered FOB Destination, concurrent with CLIN 0003, to Camp Lejeune, NC	1	LOT	\$	\$
0005	Test support for acceptance of initial order quantity; NTE 120-days, on-site support at Camp Lejeune, NC and initial operator training at contractor facility	1	LOT	\$	\$
TOTAL				\$	

Step Ladder Quantity Calculation Table for CLIN 0001. Using the table format below, develop step-ladder (e.g., incremental) unit pricing for all CLINs based upon your preference (e.g., 10 - 20, etc.). Modify the table to accommodate the proposed quantities as necessary. Refer to P. 30 of this solicitation for instructions on completing this table.

Quantity	Unit Price	Total

¹ CLS pricing should be based upon "per unit" SURC support for 60-months from acceptance of delivery by the government.

² Inclusive of travel, lodging, necessary equipment, and ancillary items for the specified location (e.g., Camp Lejeune, N.C.)

Enter the mid-point weighted average here and multiply that amount by the maximum quantity for CLIN 0001 and enter this in the table above.

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OPTION YEAR 1. THE CONTRACT LINE ITEM NUMBERS (CLINs) 0101 THROUGH 0102 ARE CONSIDERED OPTION CLINs AND MAY BE EXERCISED ON AN ID/IQ BASIS WITHIN 24 MONTHS OF CONTRACT AWARD, IN THE QUANTITIES ESTABLISHED BY THE CONTRACTOR, UNTIL THE MAXIMUM QUANTITY (e.g., 100) IS REACHED.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0101	Small Unit Riverine Craft (SURC) system, in accordance with performance specification, to be delivered FOB destination, compliant with the manufacturer's delivery schedule	Min: 3 Max: 50	See Calculation Table		
0102	Contractor Logistics Support for 60-months, for systems delivered under CLIN 0101 ³	50	EA	\$	\$
TOTAL				\$	

Step Ladder Quantity Calculation Table for CLIN 0101. Using the table format below, develop step-ladder (e.g., incremental) unit pricing for all CLINs based upon your preference (e.g., 10 - 20, etc.). Modify the table to accommodate the proposed quantities as necessary. Refer to P. 30 of this solicitation for instructions on completing this table.

Quantity	Unit Price	Total
Enter the mid-point weighted average here and multiply that amount by the maximum quantity for CLIN 0101 and enter this in the table above.		

³ CLS pricing should be based upon "per unit" SURC support for 60-months from acceptance of delivery by the government.

OPTION YEAR 2. THE CONTRACT LINE ITEM NUMBERS (CLINs) 0201 THROUGH 0202 ARE CONSIDERED OPTION CLINs AND MAY BE EXERCISED ON AN ID/IQ BASIS WITHIN 36 MONTHS OF CONTRACT AWARD, IN THE QUANTITIES ESTABLISHED BY THE CONTRACTOR, UNTIL THE MAXIMUM QUANTITY (e.g., 100) IS REACHED.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0201	Small Unit Riverine Craft (SURC) system, in accordance with performance specification, to be delivered FOB destination, compliant with the manufacturer's delivery schedule	Min: 3 Max: 50	See Calculation Table		
0202	Contractor Logistics Support for 60-months, for systems delivered under CLIN 0201 ⁴	50	EA	\$	\$
TOTAL				\$	

Step Ladder Quantity Calculation Table for CLIN 0201. Using the table format below, develop step-ladder (e.g., incremental) unit pricing for all CLINs based upon your preference (e.g., 10 - 20, etc.). Modify the table to accommodate the proposed quantities as necessary. Refer to P. 30 of this solicitation for instructions on completing this table.

Quantity	Unit Price	Total
Enter the mid-point weighted average here and multiply that amount by the maximum quantity for CLIN 0201 and enter this in the table above.		

⁴ CLS pricing should be based upon "per unit" SURC support for 60-months from acceptance of delivery by the government.

OPTION YEAR 3. THE CONTRACT LINE ITEM NUMBERS (CLINs) 0301 THROUGH 0302 ARE CONSIDERED OPTION CLINs AND MAY BE EXERCISED ON AN ID/IQ BASIS WITHIN 48 MONTHS AFTER CONTRACT AWARD, IN THE QUANTITIES ESTABLISHED BY THE CONTRACTOR, UNTIL THE MAXIMUM QUANTITY (e.g., 100) IS REACHED.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0301	Small Unit Riverine Craft (SURC) system, in accordance with performance specification, to be delivered FOB destination, compliant with the manufacturer's delivery schedule	Min: 3 Max: 50	See Calculation Table		
0302	Contractor Logistics Support for 60-months, for systems delivered under CLIN 0301 ⁵	50	EA	\$	\$
TOTAL				\$	

Step Ladder Quantity Calculation Table for CLIN 0301. Using the table format below, develop step-ladder (e.g., incremental) unit pricing for all CLINs based upon your preference (e.g., 10 - 20, etc.). Modify the table to accommodate the proposed quantities as necessary. Refer to P. 30 of this solicitation for instructions on completing this table.

Quantity	Unit Price	Total
Enter the mid-point weighted average here and multiply that amount by the maximum quantity for CLIN 0301 and enter this in the table above.		

⁵ CLS pricing should be based upon "per unit" SURC support for 60-months from acceptance of delivery by the government.

OPTION YEAR 4. THE CONTRACT LINE ITEM NUMBERS (CLINs) 0401 THROUGH 0402 ARE CONSIDERED OPTION CLINs AND MAY BE EXERCISED ON AN ID/IQ BASIS WITHIN 60 MONTHS AFTER CONTRACT AWARD, IN THE QUANTITIES ESTABLISHED BY THE CONTRACTOR, UNTIL THE MAXIMUM QUANTITY (e.g., 100) IS REACHED.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0401	Small Unit Riverine Craft (SURC) system, in accordance with performance specification, to be delivered FOB destination, compliant with the manufacturer's delivery schedule	Min: 3 Max: 50	See Calculation Table		
0402	Contractor Logistics Support for 60-months, for systems delivered under CLIN 0401 ⁶	50	EA	\$	\$
TOTAL				\$	

Step Ladder Quantity Calculation Table for CLIN 0401. Using the table format below, develop step-ladder (e.g., incremental) unit pricing for all CLINs based upon your preference (e.g., 10 - 20, etc.). Modify the table to accommodate proposed quantities as necessary. Refer to P. 30 of this solicitation for instructions on completing this table.

Quantity	Unit Price	Total
Enter the mid-point weighted average here and multiply that amount by the maximum quantity for CLIN 0401 and enter this in the table above.		

⁶ CLS pricing should be based upon "per unit" SURC support for 60-months from acceptance of delivery by the government.

CONTRACT TYPE: A firm fixed price (FFP), Indefinite Delivery / Indefinite Quantity (ID/IQ) is the contract type to be utilized throughout this effort and award will be based upon the procedures at FAR 12 and 15. Performance shall be made only as authorized by delivery orders issued in accordance with the ordering clause of this contract.

Each delivery order will contain, among other information, the date of the order, the order number, the exact quantity of units to be delivered, delivery or performance, place of delivery, any special shipping instructions, pricing, and accounting and appropriation data. The unit price of each delivery order will be determined by the ordering period and the number of units ordered in accordance with the Schedule of Supplies and/or Services of this contract. Individual orders will be issued using the single price for the increment that corresponds to the total quantity being purchased on that order for the year in which the order is placed. Quantities are not cumulative from order to order. The minimum single order that will be placed will consist of three (3) units. The unit price of each order is determined by the total quantity for that order only, regardless of the previous number of orders issued or the total of previous quantities ordered. Delivery of units under a specific delivery order shall not be combined with delivery of units under another delivery order. Delivery orders will incorporate all clauses of the contract. **The Contractor is responsible for delivery of each item to the final (e.g., unit) destination, to include local shipments from the port of entry, or other receiving facility.**

INVOICING INSTRUCTIONS: Contractor shall submit invoices accompanied by the DD250 to the below listed address for certification. Upon certification, the Project Officer will forward the invoice to Defense Finance and Accounting Service (DFAS) for payment:

Commander, Marine Corps Systems Command

Attn: Major Alan Greenwood, CBG
2033 Barnett Avenue, Suite 315
Quantico, VA 22134-5010
(703) 784-2006 x2742

PACKAGING INSTRUCTIONS: Packaging of the SURC units and ancillary items procured under all CLINs shall be in accordance with Contractor's best commercial practices, as set forth in each delivery order.

INSPECTION AND ACCEPTANCE: The Inspection / Acceptance for the SURC Units (CLINs 0001, 0101, 0201, 0301, 0401) shall be Inspection at Origin / Acceptance at Destination. Inspection / Acceptance for Training (0003), Training Aids (0004) and Test Support (0005) shall be Inspection / Acceptance at Destination. CLS (CLINs 0002, 0102, 0202, 0302, 0402) shall be Inspection / Acceptance at Destination.

GOVERNMENT FURNISHED MATERIAL / GOVERNMENT FURNISHED INFORMATION: A listing of government furnished material and information, intended to be provided to the Contractor upon award, is provided at **Attachment (3)** of the specification. Additionally, relevant material related to the current craft and other aspects of this requirement (e.g., references, operational information, mission profile, etc.), will be provided on CD-ROM.

Description / Statement of Work

1.0 Introduction.

This Statement of Work (SOW) defines the requirements for the Small Unit Riverine Craft System (SURC system), (i.e., craft, trailer, and outfit), associated contractor logistics support, and operator/maintainer training.

The purpose of the SURC system is to provide the United States Marine Corps (USMC) with a combat craft capable of transporting a 13-man, infantry squad, in support of riverine operations. The objective SURC platform will demonstrate sound, commercial design and integration of proven subsystems and components as its engineering foundation. Unique military applications of the platform include employment of weapons systems, military communications equipment, and ballistics protection/survivability.

The Marine Corps will procure up to three (3) pre-production models to validate performance parameters and suitability for operations. Suitability will be determined through limited operational testing and field user evaluations in mock mission scenarios. Following suitability assessment, design and performance improvement recommendations will be assessed for incorporation into production models. Production will be accomplished based upon the agreed to incorporation of changes. Throughout the duration of production, the Marine Corps will continue to assess the SURC system for additional mission roles and enhancements to operational effectiveness. Cost effective modifications will be pursued commensurate with a planned program of value engineering.

This effort will be pursued as a commercial item purchase, pursuant to FAR 2.1, which provides the standard definition of a commercial item. Standard practices for "Acquisition of Commercial Items", as set forth at FAR 12.203 will be applied throughout the process. Additionally, the contractor shall provide the requisite program management and logistics support to ensure that delivery schedules, performance requirements and overall supportability of the SURC system is accomplished as set forth in the resulting contract.

2.0 Applicable Documents.

The following specifications and standards form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto, cited on the date the Request For Proposal will be issued. Adherence to stated specifications and standards is encouraged within the "best practices" of industry relative to their application in the production and support of the SURC system.

Government Specification.

Performance Specification for the Small Unit Riverine Craft System (SURC system), 14 December 2001.

Order of Precedence. In the event of a conflict between the text of this requirements document and the references cited herein, the text of this document takes precedence. Nothing in this requirements document, however, supersedes applicable laws and regulations, unless an exemption has been obtained.

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3.0 System Requirements.

The SURC system shall be provided as an integrated system, consisting of craft, trailer, outfit (SL3 gear), and ancillary equipment (e.g., weapons mounts, Government Furnished Material (GFM)), required to accomplish its primary mission. The contractor shall provide overall program management, comprehensive engineering, testing and ancillary services, as well as all materials, facilities, and manufacturing capability required to accomplish delivery of the SURC system. The contractor shall ensure that stated performance capabilities of the SURC system are certified and warranted. Government acceptance testing (i.e., operator suitability, performance elements, and certifications) will also be accomplished at the discretion of the government. The scope of this requirement also includes delivery of contractor logistics support (CLS) throughout the entire contract performance period, such that each delivery increment includes comprehensive support for the operating units. Additional support shall include technical publications and training for USMC operators compliant with the final agreed to delivery quantities and schedule.

3.1 PROGRAM MANAGEMENT. The contractor shall establish a program management structure that ensures overall quality of the SURC system, consistent with their selected engineering approach. The overall program shall be captured in a Master Program Schedule (MPS), which shall be maintained as an accurate depiction of program execution. A designated Program Manager shall be identified to serve as the principal representative of the contractor throughout the duration of contract performance. The individual shall coordinate with the Marine Corps Systems Command (MCSC), Infantry Weapons Systems/PM Amphibious Raids and Reconnaissance, all activities related to successful performance of the contract. Structure of the management organization and execution of the plan is the discretion of the contractor, commensurate with industry best practices.

Program Manager Interface. The contractor's Program Manager (PM) shall be responsible for all activities associated with SURC system fielding, including coordination of engineering and integration; training activities; interface with Marine Corps logistics activities (e.g. Marine Corps Logistics Base – Albany, GA); and conduct of appropriate meetings and reviews with government personnel. At all times, the Program Manager shall have the responsibility for ensuring program integrity and overall contract performance. As appropriate, the contractor shall ensure that administration, logistics, financial and other task requirements pertinent to contract performance are adequately addressed.

Integrated Product & Process Team (IPPT). The contractor shall establish a suitable management framework that effects participation by government staff acting as Subject Matter Experts (SME's) in the SURC system program approach. The contractor shall identify roles and responsibilities within this framework, notional schedule of top-level events, and corresponding relationships between contractor and government personnel.

Schedule Compliance. The contractor shall develop and adhere to a delivery schedule commensurate with their program approach. A notional delivery schedule is provided at Attachment (1) as a basis for establishing cost effective production. The contractor has the discretion to modify this schedule to provide for improvements to operating efficiencies, price reductions, or to accommodate other aspects of their SURC system solution.

Value-Engineering. The contractor shall establish a program for continual improvements to the SURC system based upon the maximum use of commercial and non-developmental technologies. In pursuing the objective SURC system, the contractor is encouraged to consider and execute a long-term program for ensuring technology refreshment, optimal hardware

configuration, and other facets of a comprehensive systems engineering that facilitate cost-effective deployment.

3.2 SYSTEMS INTEGRATION. The contractor shall ensure the objective SURC system is manufactured, tested, and delivered as an integrated capability. Selection of hardware components, incorporation of corrosion control processes, signature reduction capabilities, and integration of government furnished equipment, are the discretion of the contractor so long as compliance with the performance specification is accomplished. The contractor shall comply with all Original Equipment Manufacturer's (OEM) recommendations for installation. The Marine Corps will provide SME's to assist with functional integration of military unique capabilities.

4.0 Performance and Design.

The contractor shall establish and execute a comprehensive engineering program that promotes operational performance and high quality design. The SURC system shall maximize the use of commercial, proven technologies while meeting the requirements for military unique applications. Performance of the SURC system to accomplish the stated mission profile, within the operating environments identified, shall be the responsibility of the contractor.

4.1 SYSTEMS ENGINEERING. The contractor shall define and execute a comprehensive systems engineering approach to the SURC system work requirements. This approach shall include, but is not limited to the following activities:

- Definition and adherence to a suitable Work Breakdown Structure (WBS);
- "Best Practices" quality standards for design and manufacturing;
- Application of sound project management techniques (e.g., PERT, CPM) aligned with the contractor's technical approach;
- Management of Government Furnished Materials and Equipment;
- Technical resourcing, to include personnel staffing, subcontracting, and work allocation; and
- Execution of in-house testing, quality assurance, and other activities necessary to ensure that final product deliverables are fully conforming to the performance specification and to the intended use of the product by the government.

The contractor's engineering approach shall include all actions necessary to ensure the conforming product (e.g., SURC system) is fully compliant with governing documents and warranted accordingly.

4.2 TECHNICAL COMPLIANCE WITH PERFORMANCE SPECIFICATIONS. The contractor shall propose and deliver the SURC system fully compliant with the performance capabilities stated in the specification. The contractor shall ensure the ability of their system to accomplish anticipated operational missions and scenarios that comply with the overall intended employment of the SURC system. Technical compliance shall be based upon contractor tests, empirical performance data, and other supporting data which demonstrate the ability of the system to meet the performance standards set forth in the specification. The contractor is responsible for leveraging their best commercial practices throughout the effort, to include establishing manufacturing capabilities, incorporating quality control standards, accomplishing configuration management, and adequately testing/inspecting the final configuration so as to verify conformance prior to delivery to the USMC.

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4.3 **MILITARY UNIQUE FEATURES.** The contractor shall deliver a system that can be safely operated within the stated environment and accomplish the operational requirements set forth in the performance specification. Design and performance features that enhance combat power (i.e., weapons employment), ensure survivability, and reduce detection are essential features. Ballistic protection from small arms and shrapnel, to the extent practical, is critical in the design of the craft.

5.0 Supportability.

The contractor shall define, establish, and maintain a contractor logistics support (CLS) program that ensures adequate support for the SURC system based upon operational requirements. To the extent practical, this should leverage commercial capabilities and existing support programs. The program shall be comprehensive in nature and demonstrate an ability to repair or replace system components within an acceptable time frame (vendor discretion) such that operational availability (A_0) is attained. Other considerations shall focus on reducing total ownership costs through product innovation, value engineering, and quality improvements (e.g., design improvements, software upgrades, features, etc.). The contractor shall consider the unique military requirements of the craft in defining a support strategy.

5.1 **SERVICE AND MAINTENANCE.** The contractor shall provide comprehensive service plan for the SURC system. The most critical facet of service is to ensure the operational availability (A_0) of the system for the operating forces. The contractor shall define and implement a CLS strategy that considers the robustness of the SURC system design, warranty provisions, and engineered product quality. The scope of CLS shall include delivery of parts and service to units operating principally at Camp Lejeune, NC. Beginning with receipt of initial delivery quantities, the contractor shall establish the capability to expand the scope of support as additional SURC system are fielded. The contractor shall be responsible for ensuring parts and service delivery, quality of all products incorporated into the objective SURC system, with the objective restoration of failed systems within forty-eight (48) hours response time from the contractor's receipt of notification for service.

5.2 **INVENTORY AND PARTS MANAGEMENT.** The contractor shall define, establish, and maintain an inventory and parts management program (i.e., supply chain) to support the operational employment of the system. The scope of the contractor's program shall incorporate effective configuration control of parts and other hardware, updates to manuals, and customer access to inventory/ordering/supply systems required to effect service remedies to failed systems.

5.3 **MAINTENANCE SUPPORT CONCEPT.** The contractor shall propose a support infrastructure aligned with the Marine Corps' maintenance concept to the extent practical. The Marine Corps envisions a maintenance concept with a primary concentration of effort at the organizational level consisting of First (1st) Echelon and Second (2nd) Echelon maintenance. Repairs and other maintenance actions exceeding this level shall be accomplished in accordance with the contractors proposed support concept with the intent of minimizing operational downtime.

1st Echelon Maintenance. At this level, maintenance is performed by the user/operator of the equipment, consisting of preoperational checks, minor repair and replacement, preventative procedures, and general post-operations maintenance.

2nd Echelon Maintenance. At this level, maintenance is performed by trained mechanics within the organization, capable of accomplishing scheduled maintenance; diagnosis and isolation of malfunctions; replacement of assemblies/components and piece parts.

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5.4 TECHNICAL PUBLICATIONS, SPECIAL TOOLS, AND TEST EQUIPMENT. The contractor shall propose and deliver all technical publications required to support the operation, maintenance, and overall safe employment of the SURC system. As necessary, the contractor shall establish a program for publications management (e.g., updates, revisions, etc.) over the life cycle of the platform. The contractor shall ensure that required manuals, catalogs, and associated publications supporting the SURC are delivered with unit shipments to the required destinations set forth in the delivery orders. The use of special tools and test equipment is discouraged.

5.5 TRAINING AND TRAINING AIDS. The contractor shall develop a suitable training curriculum, inclusive of all materials required to support SURC system training, suitable for Marine Corps instructors to deliver to operators and maintainers. A program for annual review and modifications to the training program, such that consistency with the SURC system configuration is maintained, shall be established. The contractor shall provide appropriate training aids for use by Marine Corps instructors. Cutaway models of the engine and propulsion system, as well as other essential subsystems and components shall be provided in the appropriate medium. Innovative methods for delivering computer-based training (i.e., CD-ROM, web-based, interactive) are encouraged over conventional use of textbooks and manuals.

6.0 Verification, Tests and Warranty.

The contractor shall provide verification of design safety, performance and other capabilities required by statutory, or regulatory authority. All testing of Original Equipment Manufacturer (OEM) products and vendor-supplied materials for conformance is the responsibility of the contractor. As appropriate, evidence of conformance shall be provided. Additional testing to ascertain performance of the SURC system, prior to independent verification by the government, shall be the responsibility of the contractor and is considered integral to the stated performance characteristics of the product. The verification matrix provided at **Attachment (2)** shall be completed by the Contractor and will be incorporated into the final contract document.

Warranty. The contractor shall propose a warranty program sufficient to support the operational profile of the platform (e.g., mission, reliability, maintenance, etc.). The contractor shall include OEM warranty provisions in his program. Duration and limitations of warranty, provisions for extended warranty, and other evidence of the quality of product design and customer service shall be addressed. Warranty provisions shall include contractor costs related to time and travel as well as procedures for execution of warranty program. If the correction of defects by the contractor during the warranty period requires a change to the Technical Data Package (TDP) the contractor shall revise the final construction TDP to reflect the change.

Attachment 1
 Government's Notional Delivery Schedule

This is a notional delivery schedule and is based upon our anticipated delivery schedule. Should the opportunity to accelerate the delivery of units arise, the Government will exercise options early.

CONUS TRAINING LOCATIONS and DATES					
LOCATION	BY	OY1	OY2	OY3	OY4
Camp Lejeune NC	3	16	30	10	10
Total	3	16	30	10	10

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Attachment 2 Verification Matrix

REQUIREMENT / VERIFICATION CROSS-REFERENCE MATRIX	
Method of Verification	Classes of Verification
N/A - Not Applicable 1 – Analysis 2 – Demonstration 3 – Examination 4 – Test	A - Design Verification B - First Craft Acceptance (1 st DT/OT and Production Craft) C – Acceptance

Specification Paragraph	Verification Method and Class				Section 4
Requirement	A	B	C		Verification
3.0 Performance Requirements					
3.1 System					
3.2 Mission					
4.0 Performance Requirements					
4.1 Product Conformance and Performance					
4.1.1 Payload/Stowage					
4.1.2 Speed					
4.1.3 Acceleration					
4.1.4 Maneuverability					
4.1.5 Range					
4.1.6 Durability					
4.1.7 Shallow Water Operations					
5.0 Design					
5.1 Product Conformance and Design					
5.1.1 Hull					
5.1.2 Propulsion					
5.1.2.1 Engine					
5.1.2.2 Cooling System					
5.1.3 Electrical System					
5.1.3.1 Cabling					
5.1.3.2 Lighting					
5.1.4 Communication-Electronics Complement					
5.1.4.1 Communications					
5.1.4.2 Navigation Aids					
5.1.5 Auxiliary Systems					
5.1.5.1 Piping Systems					
5.1.5.2 Bilge Drainage System					
5.1.5.3 Fuel System					
5.1.6 Controls					
5.1.7 Weapons					
5.1.8 Human Factors Engineering (HFE)					
5.1.9 SL3 Outfit					
5.1.10 Paint					

Specification Paragraph	Verification Method and Class			Section 4	
	Requirement	A	B	C	Verification
5.1.11 Markings					
6.0 Operating Environment					
6.1 Product Conformance and Operating Environment					
6.1.1 Conditions					
6.1.2 Climate					
7.0 Survivability					
7.1 Product Conformance and Survivability					
7.1.1 Ballistic Protection					
7.1.2 Signature					
7.1.3 Smoke Countermeasures					
7.1.4 Nuclear, Biological, Chemical (NBC) Conditions					
8.0 Transportability					
8.1 Product Conformance and Transportability					
8.1.1 Land					
8.1.2 Sea					
8.1.3 Air					
9.0 Supportability					
9.1 Product Conformance and Supportability					
9.1.1 Logistics					
9.1.1.1 Operational Availability					
9.1.1.2 System Reliability					
9.1.1.3 System Maintainability					
9.1.2 Corrosion Resistance					
9.1.3 Tiedowns/Fittings					
9.1.4 Towing					
9.1.5 Trailer					
9.1.6 Packaging					
10.0 Verification					
10.1 Product Conformance and Verification					
10.1.1 Demonstrations, Examinations and Tests					
10.1.2 Acceptance by the Government					

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INCORPORATED BY REFERENCE**FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) (72 MONTHS DAC)****FAR 52.217-6 OPTION FOR INCREASED QUANTITY - (MAR 1989)****FAR 52.243-1 CHANGES-FIXED PRICE (AUG 1987)****FAR 52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEC 1989)****FAR 52.248-1 VALUE ENGINEERING (FEB 2000)****INCORPORATED BY FULL TEXT****FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2001)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is FOB origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is FOB destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the

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percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2001)

Contractor's Subcontracting Plan. The Commercial Subcontracting Plan dated TBD and submitted in response to MARCORSYSCOM Solicitation No. M67854-02-R-1004 is hereby incorporated by reference. ***(Commercial Subcontracting plans are not required until after establishment of the competitive range).***

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2001)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

- ___ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- ___ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- X (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- ___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS. (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

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- (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Reserved.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the—Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for Offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2000)

1. Instructions for the Submission of Proposals.

Offerors shall not submit more than one (1) offer in response to this solicitation. Therefore, the Offeror's submission should demonstrate the optimal capability in response to the requirements. Sealed offers for the items to be provided shall be hand-carried or express mailed via UPS or Federal Express to the following location by **2:00 pm EST, 1 February 2002**:

Commander, Marine Corps Systems Command
Attn: Mr. Jeff Campbell, CTQJC
3041A McCawley Avenue
Quantico, VA 22134-5010
(703) 784-5822 x234

Offerors are advised that proposals sent by conventional US Mail service are not routed directly to the above address. Therefore, the possibility that a proposal will not comply with the stated closing date/time exists, in such case the proposal will be considered a "late submission."

Proposal Format. Offerors shall submit both a technical and business proposal as elements of their offer. An original and five copies of the technical proposal (i.e., total of six), and an original and three copies of the business proposal (i.e., total of four) are required. Offerors may use product literature in their technical proposals; however, any vagueness in the technical capability of the product may have an adverse impact on your evaluation. Supporting documentation (e.g., certifications, patent information), literature, drawings, modeling and test results, and related examples of work quality may be submitted on a CD-ROM, appropriately referenced in the respective written volumes of the proposal, and compatible with Microsoft Office applications (PDF file formats are acceptable). The content of the CD-ROM will not substitute for information contained in the written volumes, nor will unreferenced content be considered.

The Technical Volume shall clearly articulate how the offeror will meet the requirements in the Description/Statement of Work to effect compliance with the performance specification. The technical proposal shall be specific, detailed, and comprehensive enough to enable technical personnel to make a thorough evaluation of its content. The Business Volume shall ensure that all elements of the Schedule of Supplies, corresponding tables, and appropriate representations and certifications are completed. Failure to provide a complete business submission can result in disqualification of your proposal from competition.

Preparation Instructions. Offerors should read the terms and conditions of the solicitation carefully and refer any questions to the Procuring Contracting Officer (PCO). Proposals shall be

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prepared using "Arial" or "Times New Roman" 11-point font style on 8½ 11 inch white paper. Tables and illustrations may use a reduced font style, not less than 8 point. Foldouts are not allowed. Margins shall be one (1) inch on all sides. All material submitted may be single-spaced. Offerors should ensure that each page provides identification of the submitting Offeror in the header or footer. Page count for the Technical Volume shall not exceed fifty (50) total pages, inclusive of product literature. There is no limitation for the content of the CD-ROM.

To support their business proposal, Offerors should submit their pricing workups and required RFP sections (e.g., Schedule of Supplies) in electronic format (e.g., MS Excel) on 3.5" diskette, or CD ROM, in addition to the written submissions in the Business Volume. All pricing should be rounded to a whole dollar amount (e.g., \$1.72 = \$2.00). Should conflicts arise between the material presented in the Business Volume and on the diskette, the precedent for consideration shall be with the written material in the Business Volume. This will also be identified to the Offeror for clarification. There is no restriction on page count for the Business Volume.

Technical Volume Content. The Offeror shall describe in sufficient depth their ability to deliver the types and quantities of items set forth in the contract CLINs, compliant with the delivery schedule. Discussion shall address conformance to the performance specification, the Offeror's program management approach, their ability to deliver a comprehensive Contractor Logistics Support program, and associated training for operators and maintainers at the specified location(s). At a minimum, ensure your responses to the sections of the Statement of Work address the following criteria:

Operational Effectiveness:

Technical Compliance with Specification: Describe your ability to (a) currently meet the performance requirements stated in the specification, or (b) meet the performance requirements within the timeframe established by the notional delivery schedule. Ensure that your stated response addresses overall product capability and operational effectiveness, safety and operator comfort, and warranty coverage. As appropriate, provide evidence of product quality, compliance with certifications for use, safety, and reliability on the CD-ROM and annotate the references in your technical volume. Specifically, ensure your responses to the requirements in the Performance Specification address the following:

- a. Compliance with any requisite commercial, military standard, or associated "best practice";
- b. Provide any supporting product performance, test data, or other empirical evidence for your proposed product or service capability; and
- c. Identify any customer(s), or other party (commercial or military) whose direct experience can substantiate stated capabilities.

Program Management: Describe a suitable corporate and business operations structure to execute your intended approach, inclusive of roles of any key personnel or other facets of customer account management, service, and quality assurance. Provide a delivery schedule based upon your ability to accomplish both the notional SURC timeline provided in the RFP, as well as the annual "maximum order" quantity (e.g., 50-units). Describe your approach to all aspects of design, quality, and technical requirements associated with accomplishing a final SURC product configuration. Program structure, to include systems engineering, reviews, and associated technical milestones associated with the SURC program are the discretion of the Offeror. Offerors are encouraged to consider "value engineering" as a key element of a long-term, comprehensive approach to SURC requirements. As such, improvements to product

design and performance capabilities consistent with commercial lines and market demand are highly encouraged.

Additional Features and Capabilities: Identify any “value-added” capabilities or features of your offer. Should an Offeror desire to provide additional equipment, products, or other items inclusive of their base offer, such capabilities should be identified in this section. Appropriate pricing appendices and annotations in the Business Volume should also be accomplished. The government will evaluate these elements of the basis of price impacts, performance enhancements, or potential cost savings.

Supportability:

Contractor Logistics Support: Describe your approach to supporting the solution proposed over a 60-month (e.g., 5-yrs) cycle, ensuring a comprehensive support capability (e.g., parts, maintenance, warranty service, business relations), and providing incremental growth to your CLS capability as system quantities increase.

Publications / Training: Describe the publications that will be furnished with your product, as well as your approach to training. Ensure your approach to training is commensurate with the desired Marine Corps support concept, or that a suitable alternative is proposed.

RAM / Safety Data: Based upon the Operational Scenario set forth at **Attachment (2)** to the Performance Specification, provide any relevant supportability data (e.g., reliability, availability, maintenance, durability) that is pertinent to the capabilities of your product. Similarly, any safety data, or other information deemed pertinent to the performance and operation of the product may be provided. The format for presenting this information is the discretion of the Offeror.

Additional Features and Capabilities: Identify any “value-added” capabilities or features of your offer. Should an Offeror desire to provide additional equipment, products, or other items inclusive of their base offer, or as reduced price options, such capabilities should be identified in this section. Appropriate pricing appendices and annotations in the Business Volume should also be accomplished. The government will evaluate these elements of the basis of price impacts, performance enhancements, or potential cost savings.

Past Performance:

At a minimum, ensure your Past Performance citations provide relevant examples, accomplished within the past five (5) years, of products and services comparable to the requirements set forth in this solicitation. (Citations for commercial customers may substitute appropriate references in lieu of government, or military-related information.) Additionally, ensure that your submission addresses the following subfactors:

- *Delivery Schedule Compliance*
- *Quality of Products and Services*
- *Overall Customer Satisfaction with Products and Services*
- *Depth of Support Base*
- *Management of Technical and Business Aspects of the Company*

Include the following information for each citation furnished to support the above criteria, as it will be used to substantiate your statements respective of the subfactors:

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- Title of Contract, Contract Number, and Sponsoring Organization;
- Name, mailing address, and e-mail address, telephone and facsimile numbers for the Technical POC and Contracting Officer;
- Type of Contract, Contract Value, Award and Completion dates; and
- Brief description of the services performed, problems identified and corrective action taken, awards/recognition received.

Description of Technical Demonstration: The government reserves the right to witness a technical demonstration of the Offeror's capabilities should a competitive range determination be accomplished. Describe your intended product and capabilities demonstration in general terms, based upon the activities and time constraints set forth in the table below. The government will conduct this at the Offeror's location of choice (CONUS). At a minimum, the following activities shall be addressed based upon the NTE constraints:

ACTIVITY	DURATION	SCOPE OF DEMONSTRATION
Capabilities Demonstration	NTE 2-hours	Product, equipment and manufacturing capabilities, based upon the Offeror's choice of activities relevant to their SURC approach, within the time constraint
Government Product Review	NTE 1-hour	Government representatives from the Program Office will conduct an independent product/capabilities review, exclusive of actual operation
Discussion of Support	NTE 2-hours	As an element of "discussions", Offeror may provide additional details of their logistics and training capabilities offering, to include demonstration
Business Discussion	NTE 1-hour	As an element of "discussions", Offeror may provide additional details regarding their business strategy and management approach

Business Volume Content. Offeror shall include a completed, signed copy of the entire solicitation, with all appropriate "fill-in" sections completed. If any exceptions are taken to the terms and conditions of the solicitation, they shall be clearly set forth in a cover letter; and they shall be explained by the Offeror with the understanding that the exceptions may render the Offeror's proposal unacceptable to the government.

Offeror shall price each CLIN and ensure that the description, quantity, and schedule are correctly referenced. The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers. The Offeror's business strategy shall support fully the technical offering, to include any value-added elements proposed. Offers that fail to provide realistic evidence of technical capabilities in their pricing will be afforded higher risk ratings.

Offerors shall identify with their initial offers, the extent of participation by small and minority-owned businesses in the performance of the contract. A subcontracting plan, be it Commercial, Individual Contract, or Master Plan will be required after the establishment of the competitive range.

Incorporation of Technical Proposal. All or part of the successful Offeror's technical proposal may be incorporated in any contract resulting from this solicitation. The successful Offeror's technical proposal may be incorporated by reference. Nothing contained in the successful Offeror's technical proposal shall constitute a waiver to any other requirement of the contract. In

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the event of any conflict between the successful Offeror's technical proposal and other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause.

The successful Offeror will provide, as necessary, any updated technical proposal changes that reflect the results/responses to any items of clarification and/or discussions. If, after contract award, it is discovered that changes made as a result of any clarifications and/or discussions were not incorporated in those portions of the technical proposal incorporated into the contract, such changes to the contractor's documents shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

The government will award a contract resulting from this solicitation to the responsible Offeror whose conforming offer is considered most advantageous to the government, price and other factors considered. The “best value” continuum described at FAR 15 will establish the criteria for award. The factors listed below will be the basis of evaluation:

Operational Effectiveness	Supportability	Past Performance
Technical Compliance / Program Management	Contractor Logistics Support (CLS) Package & Value Added Features	Delivery Schedule Compliance
Additional (Value) Features	Publications / Training	Quality of Products & Services
	RAM / Safety Data Supporting operational employment and mission scenarios	Overall Customer Satisfaction with Products & Services
		Depth of Support Base (e.g., ability to meet worldwide support requirements)
		Management of Technical & Business aspects of the Company

“Operational Effectiveness” is significantly more important than Supportability and Past Performance. “Supportability” is more important than Past Performance. “Past Performance” is less important than either Operational Effectiveness or Supportability.

Standards. A standard represents the expected (i.e., threshold) capability desired by the government in response to the solicitation. Offerings that exceed this threshold will be evaluated on the basis of “value-added” capability.

The standards for “Operational Effectiveness” are set forth in the solicitation at the Performance Specification. Satisfactory compliance is achieved when operating capabilities for the product are adequately validated, to include conformance to commercial/government standards; substantiated operational performance/test data; and demonstration of customer satisfaction across the spectrum of the requirement (i.e., schedule, support, satisfaction, etc.). Where the Offeror does not currently have, or is modifying an existing product capability, then the Offeror shall provide a suitable approach/solution to the stated requirement.

The standard for “Supportability” is based upon the quality and comprehensiveness of the Offeror’s CLS and training capabilities; substantiated support performance/ RAM / safety data; and conformance to the government’s desired maintenance concept, or submission of a suitable alternative.

The standard for “Past Performance” is based upon the Offeror’s ability to substantiate credible examples of past performance associated with their commercial offering, inclusive of delivery schedule compliance, product quality, and overall customer satisfaction.

No standard is established for the “Product and Capabilities Demonstration,” however, the government will apply its assessment of this demonstration to the overall risk assessment and may take the results into consideration during the technical evaluation of final proposals. This will provide an additional comparative basis for establishing overall best value to the government.

Price:

Stepladder Quantities. For evaluation purposes only, the evaluated price for each CLIN respective of the maximum quantities shall be calculated as follows. The price for each CLIN quantity (e.g., 1 – 10) shall be multiplied by the maximum quantity in that respective range (e.g., 10), and by the weighted percentage of the maximum quantity (e.g. 10.3%) to determine the incremental weighted unit price (e.g., \$2.05). The incremental weighted unit prices (e.g., \$2.05+\$5.77+\$5.13) shall then be summed to yield a final weighted unit price (e.g., \$12.95). The maximum order quantity is the weighted unit price x the maximum order quantity (e.g., 100) for the CLIN (e.g., \$1,295).

Example:

Range	Price	Max \$
1 - 10	\$20	\$200
11 - 50	\$15	\$750
51 - 100	\$10	\$1,000
		\$1,950

Based upon a logical % of the buy, break out the distribution:

10.3%	\$2.05
38.5%	\$5.77
51.3%	\$5.13
100%	\$12.95
	\$1,295

← Wtd. Unit Price
← Max order

A proposal may be deemed unbalanced if the pricing methodology illustrates unreasonable variances in the establishment of the unit, or quantity price ranges. An offer may be deemed unbalanced if the mathematical approach is unreasonable, or if there is reasonable doubt that the offer would not result in the lowest overall price to the Government. As such, an offer, inclusive of all options may have the lowest evaluated price, however, the methodology used to arrive at the price may not be in the best interest of the Government. Offers that are materially unbalanced, unrealistically low, or otherwise not in the Government's best interest will be rejected. **Note: FAR 52.217-5 applies.**

Evaluation Criteria. Color ratings will be accomplished at the factor level for each offer received. Ratings will not be applied to the evaluation of the Offeror's business submission. Subfactors will not be separately rated, but will take into account the respective impact on the overall quality and value of an Offeror's solution. The following colors and corresponding adjectival descriptions will be used:

Color	Rating	Definition
Blue	Exceptional	Exceeds specified performance capabilities and offers a distinct benefit to the USMC - no significant weaknesses.
Green	Acceptable	Meets the evaluation standards and any weaknesses can be readily corrected.
Yellow	Marginal	Fails to meet evaluation standards; however, deficiencies can be corrected.
Red	Unacceptable	Fails to meet a minimum requirement of the RFP - deficiencies are not correctable without significant revisions to the proposal.

Risk Assessments. In addition to color ratings, corresponding risk assessments will be accomplished for each offer received. There are two types of risk assessments: Proposal risk, associated with an Offeror's *proposed approach as it relates to accomplishing the requirements in the solicitation*. Performance risk, as it relates to an Offeror's *present and past work record affecting the likelihood of successful performance as set forth in their proposal*. Risk assessments are accomplished independent of the color ratings. The following definitions apply:

Proposal Risk Rating	Definition
HIGH	Likely to cause significant disruption of schedule, increase in cost, or performance degradation, even with close monitoring.
MODERATE	Potential for some cost, schedule, performance degradation, - special contractor emphasis and Government monitoring can provide adequate control measures to mitigate this.
LOW	Little potential for impact on cost, schedule, or performance - normal contractor management and monitoring will be sufficient.
Performance Risk Rating	Definition
HIGH	Significant doubt exists, based upon Offeror's performance record, that satisfactory performance of the proposed effort is possible.
MODERATE	Some doubt exists, based upon the Offeror's performance record, that satisfactory performance of the proposed effort is possible.
LOW	Little doubt exists that, based upon the Offeror's performance record, successful performance can be accomplished.

Award. Award shall be made to the Offeror whose proposal presents the best value to the government. In making its "Best Value" determination, the Government will consider overall technical merit to be of significantly greater importance than evaluated price. However, the importance of price as a factor in the final determination will increase with the degree of equality in the overall technical merit of the proposals.

- (a) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.
- (b) Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through sixty (60) months after contract award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the government requires supplies or services as set forth in the schedule in an amount less than three (3) units, the government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 50 units;

(2) Any order for a combination of items in excess of 103 units; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2001) ALT I

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

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TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general

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statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ___ is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

AVERAGE ANNUAL NUMBER OF EMPLOYEES	GROSS REVENUES
50 or fewer	\$1 million or less
51 - 100	\$1,000,001 - \$2 million
101 - 250	\$2,000,001 - \$3.5 million
251 - 500	\$3,500,001 - \$5 million
501 - 750	\$5,000,001 - \$10 million
751 - 1,000	\$10,000,001 - \$17 million
Over 1,000	Over \$17 million

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(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It /___/ is, /___/ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It /___/ has, /___/ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application

is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ___ has, ___ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act

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-- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals __ are, __ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) __ Have, __ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) __ Are, __ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), __has __has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

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(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.225-8 Duty Free Entry (Feb 2000)

(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--

- (i) Foreign supplies;
- (ii) Estimated amount of duty; and
- (iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--

- (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
- (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--

- (1) Delivery address of the Contractor (or contracting agency, if appropriate);
- (2) Government prime contract number;
- (3) Identification of carrier;
- (4) Notation ``UNITED STATES GOVERNMENT, _____ [agency], _____ Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

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- (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
 - (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to--
- (1) Consign the shipment as specified in paragraph (g) of this clause;
 - (2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and
 - (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--
- (1) Foreign supplies;
 - (2) Country of origin;
 - (3) Contract number; and
 - (4) Scheduled delivery date(s).
- (j) The Contractor shall include the substance of this clause in any subcontract if--
- (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
 - (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United

States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

_____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

__ 252.219-7003 Small, Small Disadvantaged Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

_____ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a 10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program Alternate I (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

_____ 252.225-7012 Preference for Certain Domestic Commodities.

_____ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (____Alternate 1)(Section 8064 of Pub.L. 106-259).

_____ 252.225-7021 Trade Agreements ____Alternate I (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.

2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (Alternate 1) (Alternate 2) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.247-7023 Transportation of Supplies by Sea (Alternate 1) (Alternate 2) (10 U.S.C. 2631).

ADDENDUM

252.225-7006 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998).

(a) *Definitions.* "Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) *Certifications.*

(1) The Offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(insert line item number) (insert country of origin)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number) (insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number) (insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number) (insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number) (insert country of origin)

(vi) The following supplies are other non-designated country end products.

(insert line item number) (insert country of origin)

(End of provision)

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PERFORMANCE SPECIFICATION

Small Unit Riverine Craft (SURC)

1.0 SCOPE

1.1 This purchase description covers the Small Unit Riverine Craft (SURC), a combat craft for use by the Marine Corps. The primary function of the SURC is to provide the capability to transport a Marine Corps infantry squad during sustained combat operations in a riverine environment. The SURC will operate in groups of up to 15 craft in support of platoon and company sized operations.

2.0 APPLICABLE DOCUMENTS

2.1 General. The following specifications and standards form a part of this document. Unless otherwise specified, the document versions are those listed in the Department of Defense, Index of Specifications and Standards (DoDISS), and supplements cited in the solicitation.

MIL-STD-662F, V₅₀ Ballistic Test for Armor, 18 December 1997.

MIL-HDBK-1791, Designing for Internal Aerial Delivery in Fixed Wing Aircraft, 14 February 1997.

MIL-STD-913A, Requirements for the Certification of Sling Loaded Military Equipment for External Transportation by Department of Defense Helicopters, 3 Feb 1997.

MIL-STD-1310G, Standard Practice for Shipboard Bonding, Grounding, and other Techniques for Electronic Compatibility and Safety, 28 Jun 1996

MIL-STD-209J(1), Slings and Tiedown Provisions for Lifting and Tying Down Military Equipment, 28 January 1998.

MIL-STD-129N Military Marking, 15 May 1997

MIL-STD-1366 Transportability Criteria, 18 December 1998

Naval Ships Technical Manual (NSTM), Chapter 583

Transportability Report DI-Pack-80880A

(Unless otherwise indicated, copies of the above specifications, standards, and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.)

2.2 Other Publications. The following documents form a part of this document to the extent specified herein.

Code of Federal Regulations (<http://www.access.gpo.gov/nara/cfr/index.html>)

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46 CFR 179.240 – Buoyancy Foam

International Regulations for Preventing Collision at Sea, 1972 (72 COLREGS) which are contained in “Navigation Rules, International Inland”, U.S. Coast Guard publication COMDTINST M166672.2.

American Boat and Yacht Council, Standards and Technical Information Reports for Small Craft. (www.abycinc.org)

- ABYC A-4 – Firefighting Equipment
- ABYC A-16 – Electric Navigation Lights
- ABYC A-20 – Battery Charging Devices – if installed.
- ABYC E-2 – Cathodic Protection – No hull potential meter required.
- ABYC E-4 – Lightning Protection
- ABYC E-8 – Alternating Current (AC) Electrical Systems on Boats – if installed.
- ABYC E-9 – Direct Current (DC) Electrical Systems on Boats
- ABYC H-2 – Ventilation of Boats Using Gasoline
- ABYC H-8 – Buoyancy in the Event of Swamping
- ABYC H-22 – Electric Bilge Pump Systems
- ABYC H-27 – Seacocks, Thru-Hull Connections and Drain Plugs
- ABYC H-30 – Hydraulic Systems
- ABYC H-33 – Diesel Fuel Systems
- ABYC H-40 – Anchoring, Mooring, and Lifting – Anchoring and Mooring only.
- ABYC P-1 – Installation of Exhaust Systems for Propulsion and Auxiliary Engines
- ABYC P-4 – Marine Inboard Engines and Transmissions
- ABYC P-6 – Propeller Shafting Systems – if installed.
- ABYC P-14 – Propulsion Control Systems
- ABYC P-22 – Steering Wheels
- ABYC P-24 – Electric/Electronic Propulsion Control Systems
- ABYC T-5 – Safety Signs and Labels

American Society of Mechanical Engineers (ASME), ASME B 31.1-1998, Power Piping (www.asme.org)

American Society for Testing and Materials (ASTM), Standard F718, Shipbuilders and Marine Paints and Coatings Product/Procedure Data Sheet, Standard A276, Steel Bars and Shapes, Stainless

Institute of Electrical and Electronics Engineers (IEEE), Standard 45-1998, IEEE Recommended Practice for Electric Installations on Shipboard, Section 3.7, and Annex B.

Society of Automotive Engineers (SAE) (www.sae.org)

- Standard J-1942/1 - Hose and Hose Assemblies for Marine Applications
- Standard J-1475 - Hydraulic Hose Fittings for Marine Applications

American Bureau of Shipping (ABS), Guide for Building and Classing High-Speed Craft
Part 2, Section 4, Materials for Hull Construction – Aluminum
Part 2, Appendix 2/E, Aluminum Welding in Hull Construction

Part 2, Section 5, Materials for Hull Construction/Fiber Reinforced Plastic

2.3 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedent. Nothing in this document, however, supercedes applicable laws and regulations unless a specific exemption has been obtained.

3.0 SYSTEM REQUIREMENTS

3.1 System. The system shall be inclusive of the craft, trailer, SL3 gear (outfit), and ancillary equipment (e.g., weapons mounts, Government Furnished Material (GFM)), required to accomplish its primary mission.

3.2 Mission. - The primary function of the SURC is to provide tactical mobility and a weapons platform for the Ground Combat Element (GCE) of a Marine Air Ground Task Force (MAGTF) in riverine environments. The primary missions of the SURC are troop transport, troop insertion/extraction, and participation in convoy operations. As the Marine Corps' principal tactical riverine craft, the SURC will also serve as a waterborne platform to support the following secondary missions: company or battalion level command and control; reconnaissance; logistics/resupply; and medevac.

4.0 PERFORMANCE REQUIREMENTS

4.1 Product Conformance and Performance. The SURC system objective criteria are established with the understanding that performance and affordability considerations shall be applied when assessing a capability element. In each case, when an objective requirement is stipulated, consideration will be given to the performance impact of that element in contrast to the overall system performance. As such, objective capability is not meant to imply threshold performance, or other limitation. The Marine Corps is interested in acquiring, within the capabilities of the commercial marketplace, the best solution available, respective of performance, affordability, and other considerations affecting a value-based decision. Performance requirements are based upon, and will be verified according to "combat load condition" and "sea state 2," defined at attachment 1, and according to the mission profile at attachment 2.

4.1.1 Payload/Stowage. The SURC shall transport a minimum combat load of 13 Marines plus 2 crewmembers (weight - ~4,275-lbs.), with an objective of 18 Marines plus 2 crew, (weight ~5,700-lbs.). Sufficient stowage space shall be provided for the combat loaded (e.g., MOLLE) pack for each embarked Marine/crewman. Additional stowage space with an objective capability to store greater than 300 lbs. shall be provided for crew-served weapons and other combat essential items. Adjustable anchor points (i.e., tie down points) shall be designed to easily reconfigure stowage for various sized cargo.

4.1.2 Speed. The SURC shall have an objective cruising speed of 30 to 35-kts., with an objective sprint speed of 40-kts.

4.1.3 Acceleration. The SURC shall have an objective acceleration capability from its stationary state to 25-kts. in 15 seconds.

4.1.4 Maneuverability. The SURC shall have an objective turning capability of 180° within a diameter of 120 feet, or less, while at cruise speed.

4.1.5 Range. The SURC shall have an objective 200 to 300-nm. range, maintaining an objective 10% fuel reserve.

4.1.6 Durability. The SURC shall maintain integrity of hull, ancillary equipment and protect payload while docking against hardened vertical, or angled surfaces, at speeds not exceeding 8-kts.

4.1.7 Shallow Water Operations. The SURC shall have an objective draft of 18 to 24-in., at the lowest point of the craft, and shall be capable of operating in 24-in., or less, of water below the keel, while at idle 1 to 2-hrs. The craft shall remain fully operational after bow first beaching on unobstructed shores (i.e., mud, sand, gravel) at speeds not exceeding 8-kts.

5.0 DESIGN

5.1 Product Conformance and Design. The SURC shall be able to accomplish the mission requirements set forth at attachment 2. The design of the SURC will be in accordance with industry standards and the cited reference documents. Unless otherwise specified, the design, materials and manufacturing processes selected are the prerogative of the contractor so long as the final product conforms to the requirements set forth in this specification. Industry best practices in engineering, design, and manufacturing shall serve as the measure for effectiveness. The design shall optimize mission performance as set forth at attachment 2.

5.1.1 Hull. Selection of materials, design, and manufacturing shall be in accordance with specified guides and standards. Fiber Reinforced Plastic hull designs shall use vinylester or epoxy resin and foam core materials. Use of buoyancy foam in any part of the design shall be of polyurethane composition and ensure fire resistance. The SURC shall be capable of level flotation as outlined in ABYC H-8, regardless of craft length.

5.1.2 Propulsion. The SURC propulsion system may utilize water jets, propeller (shaft) drive, or other drive method and shall be capable of meeting mission performance requirements with conforming, multi-use fuels (e.g., JP 5 (NATO F-44), JP 8 (NATO F-34), and Marine Diesel #2). The optimal propulsion capability shall allow forward/reverse/neutral operating states. The system shall allow operational checks of up to 3-min. to be performed, without external cooling, while the craft is out of the water.

5.1.2.1 Engine. Engine design and placement shall facilitate maintenance procedures, quick oil changes using a Fast Lube Oil Change System (FLOCS), and other actions requiring external access by personnel. The SURC shall employ keyless ignition and allow for non-electrical shutdown.

5.1.2.2 Cooling System. The SURC cooling system shall facilitate efficient shallow water operations without fouling, or engine overheating. Restoration of the cooling system to an operational state, in the event of fouling, shall not require access to the engine compartment.

5.1.3 Electrical System. The SURC shall employ a 24-volt, ungrounded, direct current (DC) distribution system, capable of sustained marine operations, as its primary power source. The

system shall operate with a 24 –12-volt DC converter to provide power to radios, electronic equipment, and other ancillary systems. An objective 20 – 30% reserve capacity, to facilitate additional electronic components and to provide redundant power, is desired. Additional power receptacles (e.g., outlets) with waterproof caps shall be provided at optimal locations to accommodate use of electronic devices (i.e., cellular phones, commercial computers, etc.).

5.1.3.1 *Cabling.* The SURC electrical systems shall utilize low-smoke, multiconductor cable to provide power to individual loads from branch circuit breakers. Cabling schematics shall be stenciled on the bulkhead, or other appropriate location, to indicate concealed location of connection boxes. Connection boxes and other electrical enclosures shall be watertight. Appropriate cable tags or other means of identification shall be utilized. Cables shall employ connectors that facilitate ease of maintenance actions for removal and replacement of equipment. Conductors (i.e., cable conductors, single strand wire) shall be continuous and without splices.

5.1.3.2 *Lighting.* The SURC shall have navigation lights in accordance with the International Regulations for Preventing Collision at Sea (72 COLREGS). This shall also include the capability of operating under “blackout” conditions during tactical operations. A handheld searchlight with infrared red filter shall be installed at the operator control console.

5.1.4 Communications-Electronics Complement. The SURC shall have the capability to accommodate commercial and military communications equipment, navigation devices, and other electronics equipment. Attachment 3 identifies the military components for which interfaces, mounts, and cabling shall be required. Sufficient design consideration shall be provided to accommodate spares and additional equipment to the extent possible. Selection of commercial equipment shall be the discretion of the contractor. The contractor is responsible for all mounting, cabling, and connectivity between the end items (e.g., communication-navigation equipment) and the craft. This includes internal systems (i.e., electrical subsystem, etc.), deck and gunwales, and ancillary interfaces. A sample complement of equipment, sufficient for three (3) SURC's, shall be provided as GFE.

5.1.4.1 *Communications.* The SURC shall have a commercial marine band radio as part of its standard communications suite. Military communications equipment, including the on-board intercom system, is identified at attachment 3. The on-board intercom shall facilitate communications between the coxswain, gunner and embarked troop commander and access external communication assets. The onboard intercom shall allow for audible engine alarm signals to be transmitted without disrupting voice communications.

5.1.4.2 *Navigation Aids.* The SURC shall have a compass that remains operational in the event of power failure. A depth finder/sounder shall be provided as an organic navigation capability. Integration of enhanced navigation aids, such as surface radar and infrared devices, shall be accommodated as an objective capability. Military navigation equipment that will be integrated aboard the SURC is identified at attachment 3.

5.1.5 Auxiliary Systems. The SURC shall incorporate commercial design features to the extent practical, while ensuring the design considers mission requirements and combat capability as primary considerations.

5.1.5.1 *Piping Systems*. Piping systems, including propulsion equipment ancillary systems, shall conform to 46 CFR 182, Subpart "G", *Piping Systems*. Rigid nonmetallic materials (plastic) shall be avoided unless such material is a component of Original Equipment Manufacturer (OEM) items.

5.1.5.2 *Bilge Drainage System*. Construction of the craft shall optimize flow and drainage to eliminate standing water pockets. The SURC design shall optimize elimination of water from bilges during, and after operations. At least one fixed power pump and one hand pump with optimal capacity shall be provided to facilitate the drainage.

5.1.5.3 *Fuel System*. Design of the fuel system shall accommodate safe, efficient fueling operations from commercial and military sources. Shutoff valves shall be positioned to preclude excess spillage when removing components or performing service operations.

5.1.6 Controls. The SURC shall have all adequate controls and gauges that permit safe and effective (e.g., reduced light emissions) operation of the craft. The suite of gauges shall be sealed against the elements and provide for concise monitoring of critical engine functions, electrical/electronic systems, fire control, and ancillary systems essential to mission performance. Electronic panels shall have sufficient excess cabling to permit removal without unnecessary disconnections. Selection and placement of gauges and displays shall reflect human-engineering considerations for military-unique requirements, such as compatibility with night vision equipment, Extreme Cold Weather System (ECWS) gloves, and MOPP-IV clothing.

5.1.7 Weapons. The SURC shall have the capability to effectively employ a complementary suite of weapons as typically carried by a Marine rifle squad as well as an organic heavy machinegun. Fields of fire, elevation angles, and placement of the weapons systems shall consider the safety of on-board personnel and the employment of the weapons to meet mission requirements. Sufficient stowage for ammunition and organic components of the weapons systems shall be provided to allow for effective employment. The contractor is responsible for the foundations upon which standard mounts/stands will be attached. Sample mounts/stands will be provided as GFE as identified at attachment 3.

5.1.8 Human Factors Engineering (HFE). Commercial standards for occupational health and safety shall provide the basis for SURC design. The SURC design shall facilitate effective integration of features and components that consider safety, mission efficiencies, and comfort of operators and embarked Marines as principal considerations. Riding stations and other design features shall ensure that personnel wearing load bearing equipment (LBE) can efficiently and safely embark/disembark the craft and employ small-arms weapons.

5.1.9 SL3 Outfit. The composition of the outfit shall be at the discretion of the contractor coincident with design considerations. The SURC shall be outfitted with a standard complement of support equipment (i.e., flares/signaling kit, first aid kit, fire extinguishers, hooks, lines, slings, fittings, towing hawser, and other attachments). The SURC shall have a removable overhead cover to protect crewmen/embarked Marines. Removal of the cover shall not affect communications and navigation antennas, or other fixed equipment aboard the SURC. The SURC shall also have a separate craft cover for use in storage.

5.1.10 Paint. Paint shall be applied in accordance with the paint manufacturer's instructions and best commercial practices.

5.1.11 Markings. Standard markings shall include a hull identification number, an information label plate, hoisting label plate, modification plate, and warning and instruction plates. Unique requirements for marking and identification will be determined by delivery order.

6.0 OPERATING ENVIRONMENT

6.1 Product Conformance and Operating Environment. The SURC shall be able to accomplish the mission requirements set forth at attachment 2, in a variety of operating conditions and environments.

6.1.1 Conditions. The SURC shall remain fully operational while performing its mission functions in Sea State 2, and shall maintain headway and withstand environmental conditions of Sea State 3.

6.1.2 Climate. The SURC shall remain fully operational while performing its mission functions during exposure to air temperatures ranging, objectively, from 20° - 125° Fahrenheit (F), and in water temperatures from 33° - 95° F.

7.0 SURVIVABILITY

7.1 Product Conformance and Survivability. The SURC shall be able to accomplish the mission requirements set forth at attachment 2, while reducing the probability of detection and identification by the enemy. When detected, the SURC shall provide an objective suite of counter-measures that minimizes the probability of disabling or destroying the craft.

7.1.1 Ballistic Protection. The SURC shall protect its critical components against 7.62mm, with the objective of providing an element of similar protection to the crew and embarked Marines. An additional objective is to attain an element of protection against .50-cal. rounds. No protection is required below the dynamic waterline.

7.1.2. Signature. The SURC design shall minimize, to the degree possible, identification by the unaided human eye during daylight operations and shall limit detection with night-vision equipment (e.g., generation II) during night operations. The SURC shall minimize noise emissions (e.g., <60 dBA) during the conduct of operations with an objective of reducing detection between 500m and the insertion point.

7.1.3 Smoke Countermeasures. The SURC shall integrate into the design interface features for an M257 Smoke Grenade Launcher System. A sample M257 shall be provided as GFE, per attachment 3, to support design integration.

7.1.4 Nuclear, Biological, Chemical (NBC) Conditions. The SURC shall be capable of mission operations by crew and embarked Marines wearing Mission Oriented Protective Posture (MOPP) Level IV equipment.

8.0 TRANSPORTABILITY

8.1 Product Conformance and Transportability. The SURC shall accomplish the mission requirements set forth at attachment 2. Applicable standards of operation shall include

conventional Dept. of Transportation (DoT) provisions governing highway transportation of trailer-transported watercraft, along with any attendant regulations set forth by local and state transportation bodies. The SURC System shall have an objective width of less than 107-inches.

8.1.1 Land. The SURC system shall be towed by the Marine Corps' heavy wheeled, tactical transportation fleet (e.g., USMC 5-ton truck and Medium Tactical Vehicle Replacement). The SURC system shall withstand shock and vibrations encountered in ground transportation without damage or degradation to the system. It shall be capable of transportation over primary and secondary roads, with an objective capability of limited operation on unimproved surfaces.

8.1.2 Sea. The SURC system shall be transportable by conventional US Navy craft designed to perform landing operations (e.g., Landing Craft, Utility (LCU)). The SURC system shall be capable of launching from a Landing Craft Air Cushion (LCAC) in SS1. The SURC system shall be compatible with Roll-On/Roll-Off loading operations, standard shipboard crane operations, and well deck loading procedures.

8.1.3 Air. The SURC system shall be air transportable (compliant with MIL-STD 1791) by conventional military airlift (e.g., C-130, C-141, C-17 or C-5). The SURC, in tactical lift condition, shall be externally transportable by CH-53E aircraft.

9.0 SUPPORTABILITY

9.1 Product Conformance and Supportability. The SURC shall accomplish the mission requirements set forth at attachment 2, and shall incorporate design and performance features that provide for optimal maintenance capability and inherent reliability. Selection and integration of components shall consider the operating environment and attendant conditions that the SURC will perform under in developing an overall support concept. The SURC shall conform to all current Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency (EPA) standards, as well as any applicable commercial standards, (e.g., ASME, SAE, ISO, etc.), necessary to ensure the safety of operation and maintenance of the final configured system.

9.1.1 Logistics. The SURC system shall demonstrate a suitable design so as to accomplish optimal performance, reduce life cycle cost (LCC), and ensure supportability based upon a feasible maintenance concept. The SURC shall employ a logistics approach consistent with the operational profile at attachment 2. All considerations for inherent design shall be based upon operational availability (A_0) as the precedent. Selection of equipment, fittings, and other components of the craft shall be standardized and are at the discretion of the contractor.

9.1.1.1 Operational Availability. The SURC shall emphasize operational availability (A_0) such that the system is capable of mission performance with minimal downtime.

9.1.1.2 System Reliability. The SURC shall emphasize design and integration such that high system reliability is maintained sufficient to meet mission requirements. The principal benchmark for reliability shall be measured by Mean Time Between Failure (MTBF).

9.1.1.3 System Maintainability. The SURC shall emphasize ease of maintenance in the selection and design of components and ancillary features. The principal benchmarks for maintainability are Mean Time Between Maintenance (MTBM) and Mean Time to Repair (MTTR).

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9.1.2 Corrosion Resistance. Industry best practices for corrosion control shall be followed to in selecting and integrating OEM components and joining dissimilar metals. To the extent practical, equipment and material used in the construction of the SURC system shall be fabricated of non-corroding materials (as distinguished from corrosion protected materials; e.g., coated materials) to minimize corrosion and deterioration for service in a marine environment.

9.1.3 Tiedowns/Fittings. The SURC shall have lifting and tiedowns designed and tested in accordance with MIL-STD-209J(1) and Naval Ships Technical Manual (NSTM) 583. The SURC shall enable both single- and dual-point lifting. The SURC shall have towing fittings designed with a factor of safety of 1.5 on the ultimate strength of the fitting material under an applied load equal to the breaking strength of the towing hawser. A pendant shall be provided as the weak link in the towing arrangement and its working strength shall be the expected towing load.

9.1.4 Towing. The SURC shall have the capability for towing, and being towed, by a like craft in SS2.

9.1.5 Trailer. The trailer shall be considered an integral component of the SURC system. The SURC system shall accomplish the mission requirements set forth at attachment 2, and shall incorporate design and performance features that provide for optimal transport capability. A winch shall be provided as a component of the trailer. The SURC system shall launch and recover onto its organic trailer over unimproved riverbank gradients. External lift of the SURC shall ensure that the trailer is adequately held to the craft during lift by crane, helicopter or other vertical lift capability. Adjustable straps and other restraining equipment sufficient to accomplish this capability shall be considered part of the SL3 (e.g., outfit) components of the SURC system.

9.1.6 Packaging. Packaging requirements shall be as specified in the delivery order and shall rely upon contractor best practices. As appropriate, MIL-STD 129 shall be applied as guidance.

10.0 VERIFICATION

10.1 Product Conformation and Verification. The SURC shall accomplish the mission requirements set forth at attachment 2, and shall incorporate design and performance features that conform to its intended military use. Standards for verification shall be applied such that suitability for safety, objective performance, and other elements of the craft are assured. The vendor will provide evidence of, and warrant conformance and compliance with, applicable standards and practices. Unless otherwise specified, the vendor is responsible for the execution of all inspections and certifications related to the selection, conformance to specification, and performance of the SURC and its components. The government intends to accomplish limited testing, relying upon contractor data to substantiate product capability; however, the government reserves the right to validate conformance through independent analyses, inspections and/or testing should such action be deemed necessary.

10.1.1 Demonstrations, Examinations and Tests. Tests required by the invoked ABYC standards can be met by providing certifications of earlier testing, or by purchasing certified material/equipment and demonstrating conformance.

10.1.2 Acceptance by the Government. The government reserves the right to accomplish additional verification of contractor data, or product testing to ensure conformance and performance.

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Attachment 1

Small Unit Riverine Craft (SURC)

Definitions

1.0 Performance Requirements

Performance Objective. The performance objective value is that *desired* by the government. The objective value represents an operationally meaningful increment of performance value.

Performance Threshold. The performance threshold value is the *minimum* acceptable value *required* by the government.

2.0 Use of “Should, May, Shall, and Will”

Use Of Should And May. “Should” and “May” are used whenever it is necessary to express non-mandatory but desirable provisions.

Use Of Shall And Will. “Shall” and “Will” are used whenever it is necessary to express mandatory provisions.

3.0 Load Conditions

Light Load Condition. Craft complete, ready for service in every respect, including onboard repair parts, outfit/SL3, service life growth weight reservations, liquids in machinery at operating levels, and all Government Furnished Equipment (GFE) without any items of variable load. Includes water in waterjets (if installed). Ballistic protection shall be included in Light Condition.

Combat (Full) Load Condition. Craft in Light Load Condition plus crew, passengers, payload, full fuel, smoke countermeasures, weapons and ammunition.

Tactical Lift Condition (external helo lift). Craft in Combat Load Condition with trailer minus crew and passengers, deduct weight of water in waterjets (if installed).

Hoisting Condition. Craft in Combat Load Condition minus passengers, deduct weight of the water in the waterjets (if installed).

4.0 Sea State Definitions

Sea State 1. Significant wave height 1.0 feet, average wave height 0.5 feet, average wave period 2.4 seconds; average wind speed of 8.5 knots.

Sea State 2. Significant wave height 2.9 feet, average wave height 1.8 feet; average wave period 3.9 seconds; average wind speed of 13.5 knots.

Sea State 3. Significant wave height 4.6 feet, average wave height 2.9 feet; average wave period 4.6 seconds; average wind speed of 16 knots.

Survivable. Capability of the system to withstand the environment and maintain headway.

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5.0 Sustained Operations. Combat operations lasting longer than 30-days.

6.0 "Blackout" Condition. When conducting combat operations, Marines intend to turn off all light emitting sources not filtered for their NVG use. Blackout light sources can be positively confirmed to be in the "off" condition and not merely dimmed.

7.0 Logistics Definitions.

Operational Availability (Ao). Covers all time segments the equipment is intended to be operational. Operational availability is based on a mathematical relationship among three characteristics: reliability, maintainability, and the effectiveness of the logistics support system. Reliability is measured as the mean operating time plus mean standby time in an operational condition (represented by Meant Time Between Maintenance (MTBM)). Maintainability includes the mean maintenance time for both corrective and preventive actions (represented by Mean Maintenance Time (MMT)). Logistics support effectiveness is the combination of the logistics delay time plus any administrative delays (represented by mean Logistics Delay Time (MLDT)).

Mean Time to Repair (MTTR). A measure of how quickly and easily the system can be fixed through corrective action.

Mean Time Between Maintenance (MTBM). A measure of reliability equal to the mean operating time plus mean standby time in an operational condition. Condition is based on all maintenance actions, whether corrective or preventative in nature.

Mean Time Between Failure (MTBF). Mean operating time between corrective maintenance actions.

Attachment 2

Small Unit Riverine Craft (SURC)

Operational Summary/Mission Profile

1.0 Threats. Direct, small-arms (including heavy machine gun) fire at close range, shallow water mines (e.g., contact, pressure, command-detonated, acoustic, and magnetic), and obstacles, illustrate the greatest threats to the SURC during mission performance.

2.0 Operating Environment. The SURC will effectively operate in inlets, intra-coastal waterways, river networks, deltas, tributaries, canals, and fjords containing floating debris, vegetation, and particulates. The SURC system will conduct sustained operations in fresh, brackish, and salt water. The system will be stored at the operating unit on its trailer consistently exposed to humid, salt-laden air.

3.0 Mission Profile. The attendant table references a combat loaded craft, in Sea State Two (SS2), operating at a minimum water depth of two-thirds of the craft waterline.

Task Element	Op Year - Hours	Total %	Op %
Total Hours of Employment - Year	8760	1.000	N/A
Total System Performance - Op Cycle (A ₀)	1459.5	0.167	1.000
Transport to/from Launch Point ¹	208	0.024	0.143
Pre-op Procedures ²	52	0.006	0.036
Idle Speed ³ (5-15%)	60	0.007	0.041
Patrol Speed ⁴ (13-35%)	210	0.024	0.144
Cruise Speed ⁵ (20-50%)	300	0.034	0.206
Sprint Speed ⁶ (5-15%)	30	0.003	0.021
Post Op Procedures ⁷	52	0.006	0.036
Related Support Actions ⁸	365	0.042	0.250
Preventative Maintenance ⁹	182.5	0.021	0.125
Non-Operational Cycle	7300.5	0.833	N/A

NOTES:

1. Based upon 30 minutes of towing behind prime mover both to and from the launch point.
2. Based upon 30 min per mission.
3. Idle Speed ~ No load on engine. Idle RPMs.
4. Patrol Speed ~ Craft in displacement mode.
5. Cruise Speed ~ Craft at optimal planning speed. 30-35 knots.
6. Sprint Speed ~ Craft at maximum RPMs.
7. Based upon 30 min per recovery.
8. Includes standby time such as hooking to prime mover, moving about unit facility for washdown, storing, etc.
9. Based on 30 minutes per day done by the operator.

Attachment 3

Small Unit Riverine Craft (SURC)

Government Furnished Equipment

1.0 GFE Complement. The following complement of equipment will be furnished to the contractor for use during the design and integration of military unique equipment features on the SURC. The contractor is responsible for all mounting, cabling, and connectivity between the end items (e.g., communication-navigation equipment, weapons) and the craft. This includes internal systems (i.e., electrical subsystem, etc.), deck and gunwales, and ancillary interfaces.

Quantity per SURC (Qty. x 3)	Item	Date Available ACA
Communication – Navigation Equipment		
2	SINCGARS Radio Systems	30
1	AN/VIC-3 Intercom System w/ 3 headsets	30
1	AN/PSN-11 Precision Lightweight Global Positioning System (GPS) Receiver (PLGR)	30
Weapons Systems and Mounts		
4	M6 Smoke Grenade Launchers	30
1	MK 93 Mount for .50 cal	30
4	MK16 MOD 8 Gun Mounts	30
3	H-24 Mounts	30

2.0 Inventory and Accountability. The contractor shall provide for accountability, security and storage for the GFE provided. The contractor shall inspect and inventory all GFE received, identify and report any discrepancies/deficiencies within 3 days of delivery. The Government will forward an accountability agreement to the contractor for signature on an annual basis.