

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period FFP	1	Lot	\$(b) (4)	\$(b) (4) EST
For the period 01 July 2009 to 30 June 2010. Applicable quantities, units of issue, and unit prices are set forth in the Rate Table (Attachment C).					
FOB: Destination					

NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option Period One FFP	1	Lot	\$(b) (4)	\$(b) (4) EST
For the period 01 July 2010 through 30 June 2011. Applicable quantities, units of issue, and unit prices are set forth in the Rate Table (Attachment C).					
FOB: Destination					

NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Period Two FFP For the period 01 July 2011 through 30 June 2012. Applicable quantities, units of issue, and unit prices are set forth in the Rate Table (Attachment C). FOB: Destination	1	Lot	\$(b) (4)	\$(b) (4) EST

NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Period Three FFP For the period 01 July 2012 through 30 June 2013. Applicable quantities, units of issue, and unit prices are set forth in the Rate Table (Attachment C). FOB: Destination	1	Lot	\$278,525.00	\$(b) (4) EST

NET AMT \$(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot	\$(b) (4)	\$(b) (4) EST
OPTION	Option Period Four FFP For the period 01 July 2013 through 30 June 2014. Applicable quantities, units of issue, and unit prices are set forth in the Rate Table (Attachment C). FOB: Destination				

NET AMT \$(b) (4) (EST.)

ADDENDUM TO BLOCK 20

Period of Performance

Period	Dates
Base Period	01 July 2009 - 30 June 2010
Option Period One	01 July 2010 - 30 June 2011
Option Period Two	01 July 2011 - 30 June 2012
Option Period Three	01 July 2012 - 30 June 2013
Option Period Four	01 July 2013 - 30 June 2014

STATEMENT OF WORK

- 1.0 General
 - 1.1 Glossary of Terms Used in the Statement of Work
 - 1.2 Standards Used in the Statement of Work

- 2.0 Contractor Facility
 - 2.1 Lube Oil Sample Address
 - 2.2 Equipment
 - 2.3 Barcode Equipment

- 3.0 Phase-In Services
 - 3.0.1 Post Award Conference/Additional Meetings
 - 3.0.2 Data Transmission Validation
 - 3.0.3 Database Population
 - 3.1 Phase-In Testing

- 4.0 Personnel
 - 4.1 Key Personnel Minimum Qualifications
 - 4.1.1 Program Manager

- 4.1.2 Senior Laboratory Data Analyst
- 4.2 Other Personnel Minimum Qualifications
 - 4.2.1 Laboratory Data Analysts
- 4.3 Substitution of Personnel
 - 4.3.1 Key Personnel
 - 4.3.2 Other Personnel

- 5.0 Program Management
 - 5.1 Program Management Staff
 - 5.1.1 Program Manager
 - 5.1.2 Senior Laboratory Data Analyst
 - 5.2 Working Hours/Business Day
 - 5.3 Roster of Personnel

- 6.0 Performance Requirements
 - 6.1 General
 - 6.1.1 Capacity
 - 6.1.2 ISO Certification
 - 6.1.3 Quality Control Plan
 - 6.2 Receipt, Testing, Data Transfer, and Retention
 - 6.2.1 Receipt
 - 6.2.2 Testing
 - 6.2.2.1 Test Slates
 - 6.2.2.2 Analytical Ferrography
 - 6.2.2.3 Trend Analysis
 - 6.2.2.4 Sample Retention
 - 6.2.2.5 Retest
 - 6.2.3 Daily Electronic Data Transfer
 - 6.2.4 Shore Side Database
 - 6.3 Quarterly/Semi-Annual Business Meetings
 - 6.4 Monthly Reports
 - 6.4.1 Lube Oil Sample Monthly Report

- 7.0 Performance Standards
 - 7.1 Performance Objectives and Standards
 - 7.1.1 Quality of Test Results and Equipment
 - 7.1.2 Timeliness of Test Results

- 8.0 Licenses, Permits, and Precautions

- 9.0 Contract Administration
 - 9.1 Contracting Officer's Representative (COR) – Functions and Limitations
 - 9.2 Ordering Officer(s)
 - 9.3 Technology Improvements
 - 9.3.1 Submittal of Technology Improvement Proposals
 - 9.3.2 Implementation of Technology Improvement Proposals
 - 9.4 Invoices and Payment
 - 9.4.1 Submission of Invoices
 - 9.4.2 Retention of Records
 - 9.4.3 Invoice Requirements

Attachment (A): Test Slate Specifications
Attachment (B): Prescribed (XML) Format
Attachment (C): Rate Table

Attachment (D): Data Requirements List
Attachment (E): Data Items
Attachment (F): Contractor's Test Equipment and Capacity

1.0 GENERAL

The Military Sealift Command (MSC) requires testing and analysis of new and used oil samples, storage of samples, analysis and quality assurance of test results, and related data management and transfer. The Contractor shall be responsible for all new and used lube oil testing for all United States Naval Ships (USNS) of MSC and any other Government equipment specifically identified by MSC during the term of this Contract.

1.1 GLOSSARY OF TERMS USED IN THE STATEMENT OF WORK:

The following definitions apply to the terms used in this statement of work:

CLS: Certified Lubricant Specialist

CONUS: Continental United States

DR: Direct Reading

MSC: Military Sealift Command

OEM: Original Equipment Manufacture

STLE: Society of Tribologists and Lubrication Engineers

XML: Extensive Markup Language

1.2 STANDARDS USED IN THE STATEMENT OF WORK:

The following standards apply to this statement of work:

ASTM: American Society of Testing and Materials - ASTM D-288 shall be used for standard definitions of terms relating to petroleum and standards for testing new and used lubricants.

ISO: International Standards Organization - Standard 3448 shall be used to define oil viscosity grades. ISO-9000 standards can be used for quality assurance for: product manufacturing, product delivery, and laboratory testing of all routine oil testing.

API: American Petroleum Institute - API standards shall be used for measuring oil characteristics, including API gravity.

NAS: National Aeronautical Standards - NAS standards shall be used for cleanliness of hydraulic fluids used in commercial and military aircraft.

2.0 CONTRACTOR FACILITY

The Contractor shall provide a facility capable of storing a minimum of 4,500 used and new lube oil samples for a period of forty-five (45) days. The Contractor's facility shall be located within the Continental United States (CONUS).

2.1 LUBE OIL SAMPLE ADDRESS:

The Contractor shall provide a single address where all samples shall be mailed:

Name:
Address:
Telephone Number:

**TO BE PROVIDED
BY THE CONTRACTOR**

2.2 EQUIPMENT:

The Contractor facilities shall have the specific equipment to run ASTM/ISO tests as specified by the five (5) different test slates and a Supplemental Analytical test [Attachment (A)]. At a minimum, the Contractor's laboratory shall have the following equipment:

- Inductive Couple Plasma Arc (ICP) or Roto-disk Emitter (RDE) Spectroscopy
- Direct Reading (DR) and Analytical Ferrography equipment
- Automatic particle counter
- Gas Chromatograph (GC)
- Fourier Transform Infrared Spectroscopy (FTIR)
- Karl Fischer titration equipment
- Automated titration equipment to conduct Total Base Number (TBN) and Total Acid Number (TAN) tests in accordance with ASTM tests mandated in Attachment (A).
- Industry approved laboratory Viscometer

2.3 BARCODE EQUIPMENT:

The Contractor's facility shall be capable of processing samples that are identified with barcodes in 2/7 or 3/9 format.

3.0 PHASE-IN SERVICES

The Contractor shall provide Phase-In Services during a ninety (90) day period commencing upon contract award. The purpose of the Phase-In Period is to ensure a smooth transition of products and services from the predecessor contract to the current contract. During the Phase-in Period, the Contractor shall perform test slates for all new and used lube oil testing for other equipment, as specified by MSC. New and used lube oil testing for USNS of MSC is not part of the requirement during Phase-in Services.

The cost for Phase-In Services shall include all labor, travel, and per diem expenses, along with the Post Award Conference/Additional Meetings, Data Validation, and Database Population. The costs not included in the cost of Phase-In Services are individual test slates and individual tests performed during the Phase-In Period.

3.0.1 Post Award Conference/Additional Meetings:

Within seven (7) days after contract award, the Contractor's Program Manager shall attend the Post Award Conference at MSC Headquarters, Washington, DC, with the cognizant MSC Headquarter personnel to discuss the contract and plan for full operation. The Contractor shall attend up to four (4) additional one-day meetings at MSC Headquarters to develop and implement a plan of action to ensure smooth transition of data tests. Meetings will be documented by the Contractor per DI-001. At the Post Award Conference, the Government will provide the database and identify ships participating in the Phase-In Period testing.

3.0.2 Data Transmission Validation:

Within thirty (30) days of contract award, the Contractor shall post data for transfer to MSC's Oil Analysis System database through the File Transfer Protocol Site, which will be designated at contract award. MSC will review test data to ensure it was properly transmitted and received. This includes proper data format (Attachment B), completeness and timeliness of data, and data transfer integrity to MSC's Oil Analysis System. The Government will communicate any errors or problems to the Contractor. The Contractor will take corrective action and demonstrate capability to transfer data.

3.0.3 Database Population:

Upon completion of data transmission validation in Paragraph 3.0.2, MSC will provide a complete list of vessels/equipments/test slates and a portion of historical oil data to the Contractor, who is responsible for successful completion of database population prior to end of the Phase-In Period.

3.1 PHASE-IN TESTING:

The Contractor shall perform tests in accordance with the test slate information provided in Attachment (A) and transmit test results to MSC in accordance with XML format prescribed in Attachment (B). Per Paragraph 3.0.2, MSC will provide the Contractor with a list of the participating ships. Quantity of samples will vary by ship, with the total estimated number during the Phase-In Period not to exceed 1,500 samples. The test ships will begin submitting samples thirty (30) days after contract award. The cost of testing will be covered under Paragraph 6.2.

3.2 PHASE-OUT SERVICES:

Before performance on this Contract ends completely, the Contractor shall provide any services necessary to ensure a successful transition of services from it to the awardee under a subsequent Contract for the same or similar requirement. The Contractor shall develop, with Government input, a plan of action to ensure the smooth transition of services to the incoming Contractor with no degradation of services.

4.0 PERSONNEL

4.1 KEY PERSONNEL MINIMUM QUALIFICATIONS:

The Contractor shall provide a Program Manager and Senior Laboratory Data Analyst as key personnel who upon commencement of performance and throughout the contract period shall meet the minimum qualifications set forth below. Resumes for personnel in these positions shall be delivered in accordance with DI-002.

4.1.1 Program Manager:

The Program Manager shall have a minimum of either a Bachelor of Science or Bachelor of Arts degree, four (4) years experience in managing a laboratory testing facility, and a Certified Lubricant Specialist (CLS) certified by STLE .

4.1.2 Senior Laboratory Data Analyst:

The Senior Laboratory Data Analyst shall have a minimum of four (4) years experience in a testing laboratory facility and certification as a CLS.

4.2 OTHER PERSONNEL MINIMUM QUALIFICATIONS:

The Contractor shall provide Laboratory Data Analysts. Resumes for personnel in these positions shall be delivered in accordance with DI-002.

4.2.1 Laboratory Data Analysts:

The Laboratory Data Analysts shall have a minimum of two (2) years experience in a testing laboratory facility.

4.3 SUBSTITUTION OF PERSONNEL:

4.3.1 Key Personnel:

Key personnel may not be removed from the contract without express approval of the Contracting Officer in accordance with MSC 5252.237-9801 SUBSTITUTION OF KEY PERSONNEL (AUG 1990).

4.3.2 Other Personnel:

Other personnel fulfilling technical roles substituted by the Contractor shall meet the minimum personnel qualifications described in Paragraph 4.2 and resumes shall be submitted ten (10) days in advance of substitution and subject to MSC approval in accordance with DI-002.

5.0 PROGRAM MANAGEMENT

All items of Paragraph 5.0 are not separately priced. They shall be included in the cost of the other products and services of this contract.

5.1 PROGRAM MANAGEMENT STAFF:

5.1.1 Program Manager:

The Program Manager is responsible for overall management of the contract. The Program Manager shall be the single point of contact for all matters pertaining to the performance of the contract. The Program Manager is expected to be available during working hours. MSC expects that this contract will be the Program Manager's primary, but not necessarily sole, duty. All recommendations for substitution of personnel as defined by the contract shall originate from the Program Manager.

5.1.2 Senior Laboratory Data Analyst:

The Senior Laboratory Data Analyst is responsible for managing the testing, analysis and data review of new and used oil samples. The Senior Laboratory Analyst shall ensure the completeness, accuracy, and timely response to all samples submitted to the lab. The Senior Laboratory Data Analyst shall be primary point of contact when questions or issues arise regarding sample analysis.

5.2 WORKING HOURS/BUSINESS DAY:

Working hours and business day where referred to in this contract, unless specifically defined otherwise, are defined as 0900-1700 local time on weekdays in the location serviced any day the United States (US) Federal Government is open for business excluding US Federal holidays.

5.3 ROSTER OF PERSONNEL:

The Contractor shall submit a list of all personnel, including designated key personnel, who are points of contact for this contract in accordance with DI-003. The listing shall include phone numbers, fax numbers, email addresses, and mailing addresses. If changes in personnel or offices are made, an updated list shall be submitted.

6.0 PERFORMANCE REQUIREMENTS

6.1 GENERAL:

The Contractor shall perform testing, analysis, and data review of new and used oil samples provided by the Government. The Contractor shall provide complete, accurate, and timely results. The Contractor shall ensure that test result data is verified to be accurate using analytical techniques or current industry methods.

6.1.1 Capacity:

The Contractor shall have the capacity to process a minimum of 250 samples per day under this Contract. The normal volume of samples is estimated to be 100 samples per day.

6.1.2 ISO Certification:

The Contractor shall be a certified new and used oil sampling laboratory that, at a minimum, is certified as an ISO-9000. In the event the Contractor is certified to a higher standard, such certification shall become the Contract minimum.

6.1.3 Quality Control Plan:

The Contractor shall have a Quality Control Plan to maintain the quality standards for all services. The Quality Control Plan shall be implemented upon contract award. The Contractor is responsible for conforming to its Quality Control Plan and processes to ensure proper performance and correct any deficiencies that may occur.

6.2 RECEIPT, TESTING, DATA TRANSFER, AND RETENTION:

6.2.1 Receipt:

The Government will send used and new oil samples via express mail service to the Contractor's facility at the address provided in Paragraph 2.1. The Contractor shall maintain a log documenting date and time of receipt of samples and assign a sequential number to each sample received.

6.2.2 Testing:

The Contractor shall test each sample, which will contain a minimum 120 ml of oil, in accordance with the specific test slates identified on the sample label information. The Contractor shall not process unregistered samples (e.g. unlabeled or unidentified samples). The Contractor shall contact MSC for disposition instructions for the unregistered samples. The Contractor shall perform testing as specified by the equipment registration number provided by the Government. The Contractor shall complete processing of all samples received at the Contractor's facility each day within two (2) business days of receipt (excluding weekend and federal holidays). Completion of processing of samples is defined as to occur when the Government has received the test results electronically. The Contractor will not be paid for sample processing not completed within the two (2) business days.

6.2.2.1 Test Slates:

Each test slate consists of a set of tests. Attachment (A) specifies the tests required for each Test Slate, the requirements related to each individual test, and the unit of measurement, where applicable for specific tests.

6.2.2.2 Analytical Ferrography:

Analytical Ferrography tests will be performed automatically when test slates for DR analysis exceed threshold. The requirements of Analytical Ferrography are specified in Attachment (A).

6.2.2.3 Trend Analysis:

The Contractor shall employ analysis techniques using trend analysis or OEM threshold limits to determine oil sample condition (normal, monitor, abnormal, or critical). Recommendations as a result of trend analysis are welcomed, but not required. The analysis shall be provided at no additional cost to the Government.

6.2.2.4 Sample Retention:

The Contractor shall retain samples forty-five (45) days after test date for potential retesting requirements. After forty-five (45) days, the Contractor shall dispose of samples.

6.2.2.5 Retest:

The Government may order retesting of specific samples. Government requested rechecks shall be conducted within two (2) business days of request. The Contractor shall not be entitled to payment for retests in the event original test results are found to be incorrect. The Contractor shall be entitled to payment for the tests performed in the event original tests are confirmed to be correct.

6.2.3 Daily Electronic Data Transfer:

Electronic data shall be transferred in Extensible Mark-up Language (XML). The Contractor shall electronically submit the oil test results to an MSC website or email address using the file structures and transfer file formats specified in Attachment (B), which provides the Required Data Fields for all of the oil analysis test results. Electronic files shall be identified in sequential order by a number assigned by the Contractor. A Laboratory Data Analyst shall review all oil test data for completeness and accuracy prior to transmission to MSC. The Laboratory Data Analyst shall provide remarks to indicate the test results have been reviewed and verified in the Lab Comment data field of the data transmission for each test performed.

6.2.4 Shore Side Database:

The Contractor shall maintain all lube oil sample test results in a Contractor-furnished and maintained software system. The system shall maintain the data as received from the Contractor's laboratory for the life of the contract.

6.3 QUARTERLY/SEMI-ANNUAL BUSINESS MEETINGS:

The Contractor and Government shall have quarterly meetings during the base period of the contract and semi-annual meetings during option periods at a location and time agreed to by MSC and the Contractor. The meetings allow time to review contract performance and to discuss Contractor findings and recommendations regarding the testing program. Meetings will be documented by the Contractor per DI-001.

6.4 MONTHLY REPORTS:

Reports are not separately priced and the data and format for reports are defined below.

6.4.1 Lube Oil Sample Monthly Report:

The Contractor shall submit a Lube Oil Sample Monthly report per DI-004 with details of all sample analysis activity for the previous month. The report will include a summary sheet indicating the total number of samples by ship and the number of alerted and non-alerted samples per ship during the monthly reporting period. The report will also include the following information:

- a. Total number of samples in the month
- b. Number of samples by test slate per month
- c. Total number of unregistered (e.g., unidentified, unlabeled samples) samples received from MSC vessels, by vessel, if known.
- d. Total number of rechecks, by test method, requested by MSC, broken out by Rechecks-Correct and Rechecks-Error.
- e. Total number of samples that are not processed within the two (2) business day requirement.

7.0 PERFORMANCE STANDARDS

The Contractor's performance will be continually assessed to ensure that the performance objectives are being met during the life of the contract. The Government reserves the right to conduct a periodic inspection of the Contractor's facilities. Such inspections shall be conducted by the Contracting Officer's Representative (COR) or his designated representative.

7.1 PERFORMANCE OBJECTIVES AND STANDARDS:

The performance objectives to be assessed under this contract are quality and timeliness of test results. The COR shall be responsible for surveillance.

7.1.1 Quality of Test Results and Equipment:

The Contractor shall provide complete and accurate test results. The performance standards for quality of test results are specified below:

Performance Standard	Method of Assessment	Performance
100% of tests per month complete and free of errors	Lube Oil Sample Monthly Report	Samples with errors redone at no cost to the Government

7.1.2 Timeliness of Test Results:

The Contractor shall provide timely results. The performance standard for timeliness of test results are specified below:

Performance Standard	Method of Assessment	Performance
100% of tests (normal and retest) are completed within two (2) business days	Lube Oil Sample Monthly Report	Late tests are not payable under the contract

8.0 LICENSES, PERMITS, AND PRECAUTIONS

The Contractor shall, at Contractor expense, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of work. The Contractor shall comply with all federal, state and local regulations for the proper handling and disposal of hazardous materials. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, workers, public, and property of others.

9.0 CONTRACT ADMINISTRATION

9.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR) – FUNCTIONS AND LIMITATIONS:

The COR will represent the Contracting Officer in the administration of technical details within the scope of this contract and will manage inspection of products and services. The COR is not otherwise to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer.

The following individual(s) are appointed as Contract Officer’s Representative(s) under this contract:

(b) (6)

9.2 ORDERING OFFICER(S):

The following individual(s) are appointed as authorized Ordering Officer(s) for issuing Delivery Orders under this contract. Orders may be issued orally, by facsimile, electronically, or by electronic commerce.

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

(b) (6)

9.3 TECHNOLOGY IMPROVEMENTS:

After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the equipment, products, software specifications or other items required for the performance under this contract. These improvements may be proposed to save money, to improve performance, to save energy or for any other purpose which presents a technological advantage to the Government. The Government is under no obligation to accept technology improvements. Pending approval of such improvements, the Contractor remains obligated to provide the supplies and services required under this contract.

9.3.1 Submittal of Technology Improvement Proposals:

The Contractor will submit a proposal that includes pricing to the Contracting Officer for evaluation. The price proposal shall reflect the same pricing strategy for the new item as was implemented under this contract for the item being replaced.

The proposals will at a minimum contain the following information:

1. A description of the difference between the existing contract requirement and the proposed change with the comparative advantages and disadvantages of each.
2. Itemized requirements of the contract which must be changed if the proposal is adopted with the proposed revisions to the contract language.
3. An estimate of the changes in performance or cost, if any, that will result from the change.
4. An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government furnished property costs, costs of ship equipment maintenance, operation, and conversion costs.

5. A statement of the time by which a contract modification must be issued so as to obtain the maximum benefits of the changes for the remainder of this contract including supporting rationale.
6. Any effect on contract time and delivery schedules shall be identified.

9.3.2 Implementation of Technology Improvement Proposals:

Those proposed technology improvements that are acceptable to the Government will be processed as contract modifications.

9.4 INVOICES AND PAYMENT:

9.4.1 Submission of Invoices:

9.4.1.1 Summary Receipt Information:

In order to expedite the invoice process, the Contractor shall submit Summary Receipt Information (SRI). SRI shall be submitted on a weekly basis electronically (or as determined by the COR), three business days prior to submission of the invoice with which it is associated (see Paragraph 9.4.3 Invoice Requirements). SRI shall be submitted to the following: MSCHQ Code N71, MSCHQ Code N41, and MSFSC_SupplyChain@navy.mil

The format for electronic SRI shall include the following at a minimum:

- I. Summary Cover Sheet
 - a. SRI Number (sequentially starting at #1)
 - b. The contract number
 - c. The Contractor's name as reflected in the contract
 - d. The date of the SRI submittal
 - e. All applicable delivery order numbers for the SRI reporting period
 - f. Total value applicable to each delivery order for the SRI reporting period
- II. Delivery Order Sheet
 - a. Applicable delivery order number
 - b. Total value applicable to the SRI reporting period
 - c. Each line shall reflect TDL number, vessel name, delivery date, and total dollar value.

Note: The aggregate of all lines reflected should be equal to the total value of a delivery order number for the SRI reporting period.

9.4.1.2 Summary Credit Information:

The Contractor shall submit Summary Credit Information (SCI). SCI shall be submitted, as applicable, electronically to MSCHQ, Code N71, three business days prior to submission of the credit invoice with which it is associated.

The format for electronic SCI shall include the following at a minimum:

- I. Summary Cover Sheet
 - a. SCI Number (sequentially starting at #1)
 - b. The contract number
 - c. The Contractor's name as reflected in the contract
 - d. The date of the SCI submittal
 - e. All applicable delivery order numbers for the SCI reporting period
 - f. Total value applicable to each delivery order for the SCI reporting period
- II. Delivery Order Sheet
 - a. Applicable delivery order number

- b. Total value in parenthesis applicable for the SCI reporting period
- c. Each line shall reflect TDL number, vessel name, return date, and total dollar value in parenthesis to be credited.

Note: The aggregate of all lines reflected should be equal to the total value of a delivery order number for the SCI reporting period.

9.4.2 Retention of Records:

The Contractor shall maintain all back-up records associated with SRI for a period of seven (7) years after final payment under the Contract. Information may be kept electronically in an unalterable format like PDF or in hard copy. It is the Contractor’s responsibility to ensure the integrity, reliability, and security of the back-up records.

9.4.3 Invoice Requirements – Addendum to Block 18B:

The Contractor shall submit all original invoices to:

Military Sealift Command
 Attn: Code N833
 914 Charles Morris Ct SE
 Washington Navy Yard, DC 20398-5540

The use of copies of the Material Inspection and Receiving Report (MIRR), DD form 250, as an invoice is acceptable.

In addition to the requirements of the Prompt Payment clauses of this contract, the contractor shall cite on each invoice the Contract Number; the Delivery Order Number; the Accounting Classification Reference Number and the applicable delivery order and the payment terms.

The Contractor shall prepare a consolidated invoice covering all services rendered under an individual order.

ATTACHMENTS AND EXHIBITS

ATTACHMENT (A): TEST SLATES AND SPECIFICATIONS

I. Test Slates by Oil Type: The routine test slates for each type of oil samples are defined in the table below. The Contractor shall perform these tests by using the test methods outlined in Paragraphs II through V below.

Test Slate 1	Viscosity, Water, Total Base Number (TBN), Spectrochemical Analysis, Fuel Dilution, Oxidation by Infared, Insolubles
Test Slate 2	Viscosity, Water, Spectrochemical Analysis, Total Acid Number (TAN), Particle Count
Test Slate 3	Viscosity, Water, Spectrochemical Analysis, TAN
Test Slate 4	Viscosity, Water, Spectrochemical Analysis, TAN, Direct Reading Ferrography
Test Slate 5	Viscosity, Water, TBN for diesel engine oils or TAN for non-diesel engine oils, Spectrochemical Analysis

Definitions of Test Slates:

Test Slate 1: This test slate will be used to testing used diesel engine oil samples.

Test Slate 2: This test slate will be used for testing used hydraulic oil samples with Particle Count testing and gas turbine oil samples.

Test Slate 3: This test slate shall be used for testing used refrigeration, circulating, compressed air, fire retardant and non-PC hydraulic oil samples.

Test Slate 4: This test slate shall be used for testing used gear oil samples.

Test Slate 5: This test slate shall be used for testing new oil samples.

II. Physical Test Properties

<u>Physical Test Property</u>	<u>Description</u>	<u>Unit of Measure</u>
Viscosity	Test in accordance with ASTM D-445. Report Viscosity at 40°C for non-diesel engine oils and V100°C and 40°C for diesel engine oils.	cST
Water	Water content shall be tested for by using industry accepted screening methods. If any water content is detected, the Karl Fischer water test (ASTM D-1744/6304) will be run. Report any Free Water observed as percent by volume.	PPM or Percent by volume
Total Base Number (TBN)	Test in accordance with ASTM D2896/D-4739.	Testing Range 1-70
Total Acid Number (TAN)	Test in accordance with ASTM D-664.	Testing Range up to 5.0
Insolubles	Test in accordance with ASTM D-893 or using Fourier Transform Infrared (FTIR) spectroscopy.	Testing Range between 0.01 to 5.0
Oxidation	Test using Fourier Transform Infrared (FTIR) spectroscopy.	Testing Range 1-50 A/Cm
Direct Reading Ferrography	Particle size index shall be reported in microns using industry accepted test methods.	Testing Range 0-1000 microns
Analytical Ferrography	Perform test as directed by DR Wear Particle Content (WPC) and/or trend analysis and requested by the Government.	
Fuel Oil Dilution	Fuel dilution shall be tested using gas chromatograph (GC) equipment following ASTM D-3524.	Percentage by volume (0.1-15%)
Particle Counting	Test in accordance to ISO-4406 or ISO 11171 guidelines. Test results provided shall be the actual particle count readings in 4/6/14 micron size including the class designation.	Testing Range 4 micron/6 micron/14 micron

III. Spectrochemical Analysis:

The Contractor shall conduct oil elemental analysis using an atomic emission spectrographic analyzer (ASTM D-5181 or D6595) and report concentrations of the following elements:

Wear Metal	Symbol	Unit of measurement
Aluminum	(Al)	PPM
Antimony	(Sb)	PPM
Boron	(B)	PPM
Barium	(Ba)	PPM
Calcium	(Ca)	PPM
Chromium	(Cr)	PPM

Copper	(Cu)	PPM
Iron	(Fe)	PPM
Lead	(Pb)	PPM
Magnesium	(Mg)	PPM
Molybdenum	(Mo)	PPM
Nickel	(Ni)	PPM
Phosphorous	(P)	PPM
Potassium	(K)	PPM
Tin	(Sn)	PPM
Silicon	(Si)	PPM
Silver	(Ag)	PPM
Sodium	(Na)	PPM
Titanium	(Ti)	PPM
Vanadium	(V)	PPM
Zinc	(Zn)	PPM

IV. Analytical Ferrography Testing Standards:

The Contractor shall conduct ferrographic analysis as dictated by results of DR Wear Particle Content (WPC), trend analysis, or as otherwise requested by Government. The following elements shall be included on each analytic ferrography report submitted to the Government:

- A representative photograph of sample from 200x-1000x in magnification
- Wear particle count
- Normal wear concentration
- Sliding wear concentration
- Severe wear concentration
- Wear particle size determination
- Dark oxide concentration
- Red oxide concentration
- Corrosive wear particle concentration
- Non-Metallic Particle Concentration
- Non-Ferrous Metallic Particle Concentration
 - A narrative with a statistical list of suspected problems and the recommended actions
 - Sample analysis data

Report analytical ferrographic results via MSC site as a word document with file name linking it to the original oil sample data.

The data analyst shall provide remarks to indicate the test results have been reviewed and verified. Additional information with regards to sample condition such as abnormal visual appearance, presence of contaminants or inability to perform test results due to insufficient sample, shall also be provided in the laboratory comments of the data format (Attachment B).

The data analyst shall employ analysis techniques using trend analysis or OEM threshold limits to determine oil sample condition (normal, monitor, abnormal or critical) and provide alert indications. Recommendations are welcomed, but not required. The analysis provided shall be at no additional cost to the Government.

ATTACHMENT (B): PRESCRIBED XML FORMAT

Lube oil sample data shall be transmitted to the Government's designated server site using the format below. This Attachment contains the required data fields used for new and used oil analysis test results and a narrative description in each field, where information is not self-explanatory.

Many equipment items are grouped inside the equipment tags

-->

- <EQUIPMENT>

- <!--

Each equipment registration number element is composed of identifying information for a specific sampling point. The one attribute is the 7 digit PFA number. PFA number is a Government provided equipment registration or unit identification number. The PFA number is a combination of vessel registration id (4 digits) and equipment registration id (3 digits). There is one unique PFA number for each sampling point on a vessel.

-->

- <REGNUMBER PFA="0300123">

- <!--

Date of equipment registration. Provide in YYYY-MM-DD format.

-->

<DATEEQUIPREG>2003-10-23</DATEEQUIPREG>

- <!--

Unique 4 digit ID number of the vessel from which the sample was taken.

It is provided on lube oil label on each sample bottle.

-->

<VESSELREGID>0030</VESSELREGID>

- <!--

Name of the vessel from which samples will be taken.

Determined from lube oil label on each sample bottle.

-->

<VESSELNAME>USNS CONCORD</VESSELNAME>

- <!--

The vessel unique 3 digit ID of the sample point from which the samples will be taken.

Provided on lube oil label on each sample bottle.

-->

<EQUIPREGID>123</EQUIPREGID>

- <!--

Government specified name for the sample point from which samples will be taken.

Provided on the the lube oil label on each sample bottle.

-->

<EQUIPNAME>PORT MAIN ENGINE</EQUIPNAME>

- <!--

Name of the lubricant that should be in use at the sample point.

Assigned by Government officials. Verified from the lube oil label on each sample bottle.

-->

<SLATEID>001</SLATEID>

- <!--

Government specified test slate assigned to each sample. Verified from the lube oil label on each sample bottle.

-->

<SLATENAME>DIESEL ENGINE SLATE</SLATENAME>

- <!--

Name of the test slate assigned to each sample. Assigned by Government officials. Verified from the lube oil label on each sample bottle.

-->

<PRODNAME>130015W40</PRODNAME>

- <!--

The company product number of the lubricant that should be in use at the sample point. Assigned by Government officials. Corresponds to the product name.

```
-->
<PRODID>34567</PRODID>
```

```
- <!--
```

The units of measurement for system capacity of the sample point.

```
-->
<SYSCAPACITYUNITS>G</SYSCAPACITYUNITS>
```

```
- <!--
```

The system capacity for the sample point.

```
-->
<SYSCAPACITY>2000</SYSCAPACITY>
</REGNUMBER>
```

```
- <!--
```

And so on. One for each equipment item.

```
-->
</EQUIPMENT>
<LUBEOILSAMPLES>
```

```
- <!--
```

Each complete sample includes information, data and comments grouped inside SampleID tags. The one attribute is a YYMMDD### LabSampleID tag where ### is sequential starting with 001.

```
-->
- <SAMPLE ID="03103118">
```

```
- <!--
```

The sample information element contains site data, equipment identification, lubricant identification, important tracking dates, engine and oil hours, overall lab assessment and the lube oil label number.

```
-->
- <INFORMATION>
Sample Information
```

```
- <!--
```

The name of the laboratory handling the sample.

```
-->
<LABNAME>Expert Oil Labs, Inc.</LABNAME>
```

```
- <!--
```

The 8 digit ID number of the laboratory handling the sample. Assigned by Government officials after contract award.

```
-->
<LABID>001234</LABID>
```

```
- <!--
```

The 4 digit ID number of the vessel from which the sample was taken. Assigned by Government officials. Determined from lube oil label on each sample bottle. One of a set of vessel identification numbers.

```
-->
<VESSELREGID>0030</VESSELREGID>
```

```
- <!--
```

The name of the vessel from which the sample was taken. Assigned by Government officials. Determined from lube oil label on each sample bottle. One of a set of vessel names.

```
-->
<VESSELNAME>USNS CONCORD</VESSELNAME>
```

```
- <!--
```

The 3 digit ID of the equipment from which the sample was taken.
Assigned by Government officials. Determined from lube oil label on each sample bottle.
One of a set of identification numbers for each vessel.

-->

<EQUIPREGID>123</EQUIPREGID>

- <!--

The name of the equipment from which the sample was taken.
Assigned by Government officials. Determined from the lube oil label on each sample bottle.
One of a set of equipment identification numbers for each vessel. Corresponds
to the equipment identification number.

-->

<EQUIPNAME>PORT MAIN ENGINE</EQUIPNAME>

- <!--

The name of the lubricant that should be in use at the sample point.
Assigned by Government officials. Verified from the lube oil label on each sample bottle.
One of a set of lubricant names.

-->

<SLATEID>001</SLATEID>

- <!--

Government specified test slate assigned to each sample. Verified from the lube oil label on each sample bottle.

-->

<SLATENAME>DIESEL ENGINE SLATE</SLATENAME>

- <!--

Name of the test slate assigned to each sample. Assigned by Government officials. Verified from the lube oil label
on each sample bottle.

-->

<PRODNAME>130015W40</PRODNAME>

- <!--

The company product number of the lubricant that should be in use at
the sample point. Assigned by Government officials. One of a set of lubricant
product numbers. Corresponds to the product name.

-->

<PRODID>34567</PRODID>

- <!--

The units of measurement for system capacity of the sample point. Provided by
Government equipment registration information.

-->

<SYSCAPACITYUNITS>G</SYSCAPACITYUNITS>

- <!--

The system capacity for the sample point. Provided by Government
equipment registration information. Provided for lab analyst use.

-->

<SYSCAPACITY>2000</SYSCAPACITY>

- <!--

The date the oil was taken from the equipment on the vessel. The value is written
by vessel personnel on the lube oil label on the sample bottle.
Provide in YYYY-MM-DD format.

-->

<DATETAKEN>2003-10-18</DATETAKEN>

- <!--

The date the oil sample bottle arrived at the laboratory.
Provide in YYYY-MM-DD format.

-->

<DATELANDEDATLAB>2003-10-25</DATELANDEDATLAB>

- <!--

The date sample data were posted to the ftp site by the contractor.
Provide in YYYY-MM-DD format.

-->

<DATEREPORTED>2003-10-27</DATEREPORTED>

- <!--

The hours the oil has been in service at the sample point.
Taken from the lube oil label.

-->

<OILHOURS>1234</OILHOURS>

- <!--

The number of hours the engine has been operating since last major overhaul.
Taken from the lube oil label.

-->

<ENGINEHOURS>1234</ENGINEHOURS>

- <!--

The overall oil rating as determined by the lab analysts.
Two numbers provided. One for oil condition and one for wear metals found.
0 = Normal 1 = Problem noted 2 = Severe problem noted.

-->

<LABASSESSMENT>1,1</LABASSESSMENT>

- <!--

The 10 character number on lube oil label on the sample bottle. The number has been coded so that it can be used
to derive registration and sampling information if other data are smeared on the label.

-->

<LUBEOILLABELNUMBER>0301234567</LUBEOILLABELNUMBER>

</INFORMATION>

- <!--

The sample result element contains line items for each physical
or chemical attribute measured or observed.

-->

- <RESULTS>

Sample Results

- <!--

One element for each physical or chemical result determined for each sample.

-->

- <RESULT>

Test Result

- <!--

One of a set of test identification numbers provided by
the Government at the time of contract award.

-->

<TESTID>8159</TESTID>

- <!--

One of a set of test identification numbers provided by
the Government at the time of contract award. Should correspond with test
identification number.

-->

<TEST>VISCOSITY</TEST>

- <!--

The physical or chemical measurement in the units listed
on the next element.

-->

```

<VALUE>124</VALUE>
- <!--
One of a set of test units provided by the Government
at the time of contract award.
-->
<UNITS>CST</UNITS>
- <!--
Critical high alarm level for the test reported on as determined by the
lab analysts for the units of measure.
-->
<LABHH>200</LABHH>
- <!--
High alarm level for the test reported on as determined by the
lab analysts for the units of measure.
-->
<LABH>150</LABH>
- <!--
Low alarm level for the test reported on as determined by the
lab analysts for the units of measure.
-->
<LABL>100</LABL>
- <!--
Critical low alarm level for the test reported on as determined by the
lab analysts for the units of measure.
-->
<LABLL>75</LABLL>
- <!--
Alarm level determined for this test by the laboratory.
One of three levels. void - none '+' - high or low '*' - critical high or low.
-->
<TESTALARMLEVEL />
</RESULT>
- <!--
And so on. One for each result.
-->
</RESULTS>
- <!--
The sample comments element contains text provided by vessel
personnel, lab analysts, or automated computer software analysts.
-->
- <COMMENTS>
Sample Comments
- <!--
Any lab analyst comments or automated comments provided by lab software.
-->
<LABCOMMENTS>Oil out of limits. The viscosity is below the lower limit for this lubricant grade. The charge
should be changed. The Lead level in his sample exceeds the normal range of similar equipment. Inspect lead
containing components for excessive wear.</LABCOMMENTS>
- <!--
Any comments provided by vessel personnel on the lube oil label.
-->
<VESSELCOMMENTS>Engine sounds unusual. Oil purified March 2002.</VESSELCOMMENTS>
</COMMENTS>
</SAMPLE>

```

- <!--

And so on. One for each sample.

-->

- <!--

Each complete unregistrable sample includes information, data and comments grouped inside UnregSampleID tags. The one attribute is a YYMMDD### LabSampleID tag where ### is sequential starting with 001. Any fields that can't be filled in should be added as empty fields.

-->

- <UNREGSAMPLE ID="03103118">

- <!--

The sample information element contains site data, equipment identification, lubricant identification, important tracking dates, engine and oil hours, overall lab assessment and the lube oil label number.

-->

- <INFORMATION>

Sample Information

- <!--

The name of the laboratory handling the sample.

-->

<LABNAME>Expert Oil Labs, Inc.</LABNAME>

- <!--

The 8 digit ID number of the laboratory handling the sample. Assigned by Government officials after contract award.

-->

<LABID>001234</LABID>

- <!--

The 4 digit ID number of the vessel from which the sample was taken. Assigned by Government officials. Determined from lube oil label on each sample bottle. One of a set of vessel identification numbers.

-->

<VESSELREGID>0030</VESSELREGID>

- <!--

The name of the vessel from which the sample was taken. Assigned by Government officials. Determined from lube oil label on each sample bottle. One of a set of vessel names. Empty field if not available.

-->

<VESSELNAME>USNS CONCORD</VESSELNAME>

- <!--

The 3 digit ID of the equipment from which the sample was taken. Assigned by Government officials. Determined from lube oil label on each sample bottle. One of a set of identification numbers for each vessel. Empty field if not available.

-->

<EQUIPREGID>123</EQUIPREGID>

- <!--

The name of the equipment from which the sample was taken. Assigned by Government officials. Determined from the lube oil label on each sample bottle. One of a set of equipment identification numbers for each vessel. Corresponds to the equipment identification number. Empty field if not available.

-->

<EQUIPNAME>PORT MAIN ENGINE</EQUIPNAME>

- <!--

The name of the lubricant that should be in use at the sample point.

Assigned by Government officials. Verified from the lube oil label on each sample bottle.
One of a set of lubricant names. Empty field if not available.

-->

<SLATEID>001</SLATEID>

- <!--

Government specified test slate assigned to each sample. Verified from the lube oil label on each sample bottle.
Empty field if not available.

-->

<SLATENAME>DIESEL ENGINE SLATE</SLATENAME>

- <!--

Name of the test slate assigned to each sample. Assigned by Government officials. Verified from the lube oil label on each sample bottle. Empty field if not available.

<PRODNAME>130015W40</PRODNAME>

- <!--

The company product number of the lubricant that should be in use at the sample point. Assigned by Government officials. One of a set of lubricant product numbers. Corresponds to the product name. Empty field if not available.

-->

<PROPID>34567</PROPID>

- <!--

The units of measurement for system capacity of the sample point. Provided by Government equipment registration information. Empty field if not available.

-->

<SYSCAPACITYUNITS>G</SYSCAPACITYUNITS>

- <!--

The system capacity for the sample point. Provided by Government equipment registration information. Provided for lab analyst use. Empty field if not available.

-->

<SYSCAPACITY>2000</SYSCAPACITY>

- <!--

The date the oil was taken from the equipment on the vessel. The value is written by vessel personnel on the lube oil label on the sample bottle.
Provide in YYYY-MM-DD format. Empty field if not available.

-->

<DATETAKEN>2003-10-18</DATETAKEN>

- <!--

The date the oil sample bottle arrived at the laboratory.
Provide in YYYY-MM-DD format.

-->

<DATELANDEDATLAB>2003-10-25</DATELANDEDATLAB>

- <!--

The date sample data were posted to the ftp site by the contractor.
Provide in YYYY-MM-DD format.

-->

<DATEREPORTED>2003-10-27</DATEREPORTED>

- <!--

The hours the oil has been in service at the sample point.
Taken from the lube oil label.

-->

<OILHOURS>1234</OILHOURS>

- <!--

The hours engine has been operating since last major overhaul.
Taken from the lube oil label.

-->

<ENGINEHOURS>1234</ENGINEHOURS>
 - <!--
 The overall oil rating as determined by the lab analysts.
 Two numbers provided. One for oil condition and one for wear metals found.
 0 = Normal 1 = Problem noted 2 = Severe problem noted.
 -->

<LABASSESSMENT>1,1</LABASSESSMENT>
 - <!--
 The 10 character number on lube oil label on the sample bottle.
 The number has been coded so that it can be used to derive registration
 and sampling information if other data are smeared on the label.
 -->

<LUBEOILLABELNUMBER>0301234567</LUBEOILLABELNUMBER>
 </INFORMATION>
 - <!--
 The sample result element contains line items for each physical
 or chemical attribute measured or observed.
 -->

- <RESULTS>
 Sample Results
 - <!--
 One element for each physical or chemical result determined for
 -->

- <RESULT>
 Test Result
 - <!--
 One of a set of test identification numbers provided by
 the Government at the time of contract award.
 -->

<TESTID>8159</TESTID>
 - <!--
 One of a set of test identification numbers provided by
 the Government at the time of contract award. Should correspond with test
 identification number.
 -->

<TEST>VISCOSITY</TEST>
 - <!--
 The physical or chemical measurement in the units listed on the next element.
 -->

<VALUE>124</VALUE>
 - <!--
 One of a set of test units provided by the Government
 at the time of contract award.
 -->

<UNITS>CST</UNITS>
 - <!--
 Critical high alarm level for the test reported on as determined by the
 lab analysts for the units of measure.
 -->

<LABHH>200</LABHH>
 - <!--
 High alarm level for the test reported on as determined by the
 lab analysts for the units of measure.
 -->

<LABH>150</LABH>

- <!--

Low alarm level for the test reported on as determined by the lab analysts for the units of measure.

-->

<LABL>100</LABL>

- <!--

Critical low alarm level for the test reported on as determined by the lab analysts for the units of measure.

-->

<LABLL>75</LABLL>

- <!--

Alarm level determined for this test by the laboratory.

One of three levels. void - none '+' - high or low '*' - critical high or low.

-->

<TESTALARMLEVEL />

</RESULT>

- <!--

And so on. One for each result.

-->

</RESULTS>

- <!--

The sample comments element contains text provided by vessel personnel, lab analysts, or automated computer software analysts.

-->

- <COMMENTS>

Sample Comments

- <!--

Any lab analyst comments or automated comments provided by lab software.

-->

<LABCOMMENTS>Oil out of limits. The viscosity is below the lower limit for this lubricant grade. The charge should be changed. The Lead level in his sample exceeds the normal range of similar equipment. Inspect lead containing components for excessive wear.</LABCOMMENTS>

- <!--

Any comments provided by vessel personnel on the lube oil label.

-->

<VESSELCOMMENTS>Engine sounds unusual. Oil purified March 2002.</VESSELCOMMENTS>

</COMMENTS>

</UNREGSAMPLE>

- <!--

And so on. One for each unregistrable sample.

-->

</LUBEOILSAMPLES>

ATTACHMENT (C): RATE TABLE

See attached Microsoft Excel Document.

ATTACHMENT (D): DATA REQUIREMENTS LIST

The Data Requirements List identifies Contractor Data Item requirements in support of the Lube Oil Testing Contract. This foreword provides general guidance to Contractor personnel and is intended to clarify issues of an administrative and procedural nature that are not otherwise addressed. Emergent issues that are not addressed herein or otherwise provided for in source documents shall be referred to COR.

Detailed information concerning the content of the data item requirement is provided in the glossary. A complete listing of addressees for this contract is provided.

I. CONTENT AND FORMAT OF SUBMITTALS

Submittals shall be in the Contractor's format and shall be clear, legible, and typed, where appropriate. Legibility is defined as clear, crisp text with illustrations that can be read or discerned without uncertainty that can be reproduced without degradation of clarity. All submittals shall be prepared in the English language.

All submittals, including drawings, reports, and machine-produced listings shall be provided with a cover sheet. The cover sheet shall provide the following information:

Contractor's serial number and date.

The contract number, data item number, and data item title. When multiple submissions are made under the same data item (such as drawings, index of purchase orders, or trial agendas/reports) a subtitle shall be included to further identify the content.

A list of all enclosures being submitted in the data package.

A revision letter and date shall be included to reflect the revision of any previously submitted document. The cover sheet shall provide a brief explanation of the reason for the change or a more detailed discussion shall be included in the content of the submittal.

Submittals requiring approval shall state: "This document requires Government approval." If approval has been granted, the approved version shall state: "This document has been reviewed and approved by the Government." Also identify the Government approval date.

Final submittals shall state: "This is the final submission for and satisfies the requirements of the contract." Incremental submittals and documents regarding recurring meetings or events shall identify the specific increment/event date (if not otherwise identified in the subtitle).

Distribution and quantity of copies being sent.

The Contractor shall distribute submittals to all addressees listed for the data item. The Contractor shall use properly sized envelopes or boxes in accordance with good commercial practice to prevent damage during mailing. Reproducible submittals shall use electronic formats and media.

II. SUBMISSION SCHEDULE

The Contractor shall maintain scheduling data relating to the submission requirements of all individual data items and, to the maximum extent possible, shall ensure that actual deliveries are made on or before specified due dates. Submission criteria are usually based on key events that are known to both the Contractor and to Government personnel, such as, Contract Award, Contract Phase-In, or Quarterly Business Meetings.

III. QUALITY CONTROL

The Contractor shall maintain internal quality control to ensure submittals are complete and adequate and shall not rely on Government review comments to ensure the technical accuracy of data.

The approval time period for Government review, identified in the data requirements list, commences at receipt of the data by the Government agency responsible for providing approval.

In most cases, approval will be granted subject to resolution of issues raised by review comments. If all issues can be successfully resolved, the Contractor shall correct and resubmit the data. In the event the Contractor disagrees with the intent of the review comments, is unable to comply with or resolve issues raised, the Contractor shall submit correspondence explaining the disagreement and propose suitable alternatives with supporting rationale.

It is anticipated that any changes to the data requirements which take place after contract award will be implemented as Contract Modifications.

IV. ACRONYMS

An alphabetical list of acronyms follows. The list includes those acronyms used most frequently in the data requirements list.

ASREQ	As Required
CAGE	Commercial and Government Entity Code
CFR	Code of Federal Regulations
COTS	Commercial Off-The-Shelf
DAC	Days After Contract Award
DARP	Days After Reporting Period
DPT	Days Prior To
AW	In Accordance With
ISO	International Standards Organization
LT	Letter of Transmittal
NLT	Not Later Than
N7	MSC Engineering Directorate
N102	Contracting Officer
R/ASR	Revise as Required

GLOSSARY

The items listed below are explanations of the headings and blocks on the Data Requirements List.

CONTRACT/PR NO.: The Procurement Instrument Identification Number (PIIN), such as, the contract number, Purchase Request (PR) number, Request for Proposal (RFP) number, or other appropriate designator.

PREPARED AND APPROVED BY: The name and organization responsible for preparation and approval of the data items.

DATE: The date the data requirement was approved.

BLOCK 1-DATA ITEM NO: The identification number of each data requirement identified in the craft specification or contract.

BLOCK 2-DATA ITEM TITLE: The title of the data requirement.

BLOCK 3-REFERENCE: The specific location within the lube oil testing specification or contract, which contains the tasking, that generates a requirement for the data item.

BLOCK 4-DD FORM 250 REQUIREMENT (DD 250 REQ): The applicable code, as listed below, designates the requirements for inspection and acceptance of the data. The DD Form 250 shall be delivered to the first addressee in Block 8, unless otherwise indicated. DD 250 applies to final copies only unless otherwise stated.

CODE	INSPECTION	ACCEPTANCE
SS	Source (DD Form 250 required)	*Source (DD Form 250 required)
DD	Destination (DD Form 250 required)	Destination (DD Form 250 required)
SD	Source (DD Form 250 required)	*Destination (DD Form 250 required)
DS	Destination (DD Form 250 required)	Source (DD Form 250 required)
LT**	Letter of Transmittal only	
NO**	No inspection or acceptance	

* Source indicates the Contractor's facility.

** Use of this symbol is not authorized for data comprising final delivery of Technical Data Packages (TDPs) or Technical Manuals (TMs); however, LT may be used for delivery of preliminary TDPs or TMs.

BLOCK 5-DATA DESCRIPTION: All details regarding the format and content of the data item submittal are described in this block.

BLOCK 6-REVIEW REQUIREMENTS: For those items identified as being production and/or support critical, the Government will review and/or approve the Contractor's submittal for that requirement as indicated in this block. The time period required for Government review will be provided in this block.

BLOCK 7-SUBMITTAL SCHEDULE: The scheduled date for initial data submission, incremental submittals, and resubmittals, if required. In addition, details required regarding data item submittal requirements are included. Submittal dates are often based on contract and production events.

BLOCK 8-DISTRIBUTION: The addressees and the number of copies, regular and reproducible, to be provided to each addressee. The first addressee will be the acceptance activity for the data, if required. Hard copies are identified as "Reg" copies. Electronic media or digital file copies are identified as "Repro" copies. For documents with no electronic original available, original document should be electronically prepared in Adobe Acrobat® (*.pdf) Format.

Reproducible copies, unless otherwise indicated or agreed to by the Government, shall be provided electronically via e-mail if size of submittal is less than 4 MB, otherwise submittal should be delivered on CD-ROM in Microsoft (MS) Office 2000 Product Format or as agreed to by the Government. As a general rule; text should be submitted in MS Word, calculations and numerical tables in MS Excel, databases and indexes in MS Access, schedules in MS Project, and presentations and briefings in MS PowerPoint.

ATTACHMENT (E): DATA ITEMS

BLOCK 1-DATA ITEM NO.:	DI-001
BLOCK 2-DATA ITEM TITLE:	MEETING MINUTES
BLOCK 3-REFERENCE:	3.0.1, 6.3
BLOCK 4-DD 250 REQ.:	LT
BLOCK 5-DATA DESCRIPTION:	

Meeting minutes shall provide documentation of technical information and data required to record joint Contractor/ Government decisions and agreements reached during conferences, meetings, formal reviews, and/or presentations.

Minutes shall include the following information: type/title of meeting and meeting date; purpose; location; summary of the discussions, decisions, agreements, and directions; list of attendees; and copies of action item sheets for any actions identified during the meeting.

BLOCK 6-REVIEW REQUIREMENTS:

The Government will review and approve the meeting minutes and provide comments to the Contractor within 15 days of receipt.

BLOCK 7-SUBMITTAL SCHEDULE:

Meeting minutes are due NLT 5 working days after each meeting. Revisions as required, 10 days after receipt of comments.

BLOCK 8-DISTRIBUTION:	<u>Addressee</u>	<u>Reg/Repro*</u>
	COMSC N712	0/1
	COMSC N102	0/1
	TOTAL	0/2

*Electronic Submission

BLOCK 1-DATA ITEM NO.: **DI-002**

BLOCK 2-DATA ITEM TITLE: **KEY PERSONNEL AND OTHER PERSONNEL RESUMES**

BLOCK 3-REFERENCE: 4.1, 4.2, 4.3.2

BLOCK 4-DD 250 REQ.: LT

BLOCK 5-DATA DESCRIPTION:

The Contractor shall provide resumes for key personnel and other personnel. The Contractor shall provide notification and justification of other personnel changes.

BLOCK 6-REVIEW REQUIREMENTS:

Other personnel changes require COR review and approval. The COR will provide comment with 5 days of receipt.

BLOCK 7-SUBMITTAL SCHEDULE:

Key personnel and other personnel resumes are due 14 DAC. R/ASR. Substitution of other personnel is required 10 days in advance of substitution.

BLOCK 8-DISTRIBUTION:	<u>Addressee</u>	<u>Reg/Repro*</u>
	COMSC N712	0/1
	COMSC N102	0/1

TOTAL 0/2

- Electronic Submission

BLOCK 1-DATA ITEM NO.: **DI-003**
 BLOCK 2-DATA ITEM TITLE: **ROSTER OF PERSONNEL**
 BLOCK 3-REFERENCE: 5.3
 BLOCK 4-DD 250 REQ.: LT

BLOCK 5-DATA DESCRIPTION:

The Contractor shall provide a list of all their personnel, who are points of contact for this contract, including phone numbers, cell numbers, fax numbers, email addresses, and mailing addresses.

The Contractor shall provide and update as changes occur to personnel or offices.

BLOCK 6-REVIEW REQUIREMENTS:

None.

BLOCK 7-SUBMITTAL SCHEDULE:

Roster of Personnel is due 30 DAC. Revise when changes occur.

BLOCK 8-DISTRIBUTION:	<u>Addressee</u>	<u>Reg/Repro*</u>
	COMSC N712	0/1
	COMSC N102	0/1
	TOTAL	0/2

*Electronic Submission

BLOCK 1-DATA ITEM NO.: **DI-004**
 BLOCK 2-DATA ITEM TITLE: **LUBE OIL SAMPLE MONTHLY REPORT**
 BLOCK 3-REFERENCE: 6.4.1
 BLOCK 4-DD 250 REQ.: LT

BLOCK 5-DATA DESCRIPTION:

The Contractor provided lube oil sample monthly reports shall include the following information:

- Total number of samples in the month

- b. Number of samples by test slate per month
- c. Total number of unregistered (e.g., unidentified, unlabeled samples) samples received from MSC vessels, by vessel, if known.
- d. Total number of rechecks, by test method, requested by MSC, broken out by Rechecks-Correct and Rechecks-Error.
- e. Total number of samples that are not processed within the two (2) business day requirement.
- f. Summary sheet indicating total number of samples by ship and the number of alerted and non-alerted samples per ship during the monthly report period.

BLOCK 6-REVIEW REQUIREMENTS:

The Government will review and approve the report format and provide comments to the Contractor within 15 days of receipt.

BLOCK 7-SUBMITTAL SCHEDULE:

Draft report format due NLT 60 DAC. Revisions shall incorporate Government comments NLT 10 days after Government comments are received. R/ASR. Monthly report shall begin NLT 1 month after issuance of first order. Report submission is due NLT 3 days after the end of the month.

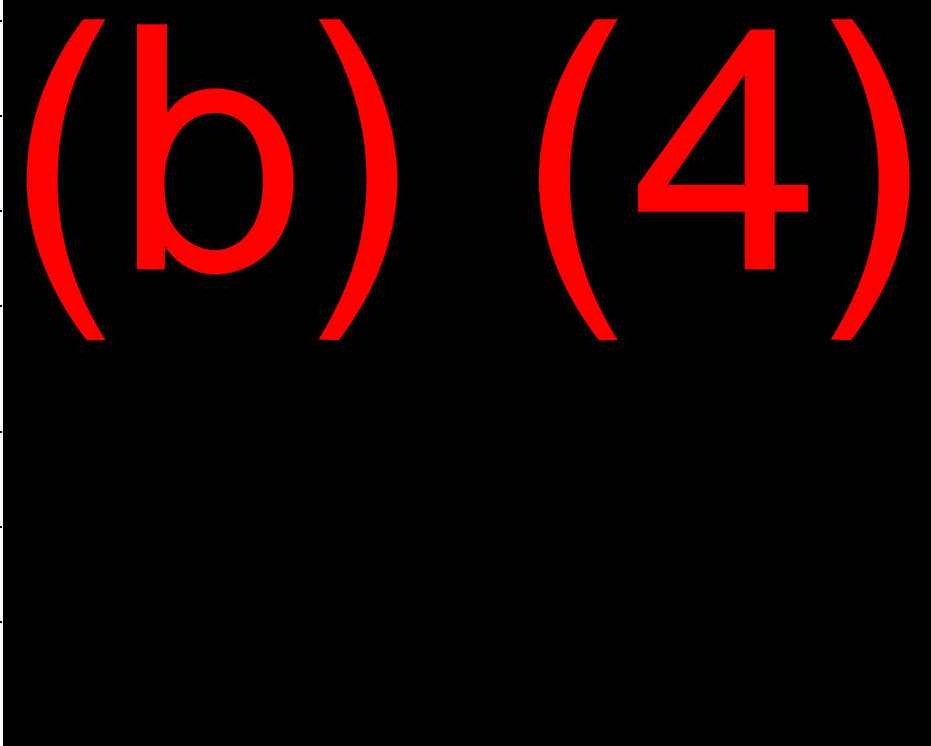
BLOCK 8-DISTRIBUTION:	<u>Addressee</u> COMSC N712	<u>Reg/Repro*</u> 1/1
	TOTAL	1/1

* Electronic Submission

ATTACHMENT (F): CONTRACTOR’S TEST EQUIPMENT AND CAPACITY

	TEST	TEST METHOD (astm/iso)	TYPE OF EQUIPMENT USED	QUANTITY OF EACH EQUIPMENT	NUMBER OF SAMPLES PER EQUIPMENT PER DAY
1	VISCOSITY @ 40C	<div style="font-size: 4em; color: red; font-weight: bold;">(b) (4)</div>			
2	VISCOSITY @ 100C				
3	WATER				
4	TOTAL BASE NUMBER				
5					

	TOTAL ACID NUMBER
6	INSOLUBLES
7	OXIDATION
8	SPECTROCHEMICAL ANALYSIS
9	FUEL DILUTION
10	PARTICLE COUNT
11	DIRECT READING FERROGRAPHY



CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/vffar1.htm>

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(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 reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. 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.

(g) Invoice. (1) 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--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
 - (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.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. 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.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (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 f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. 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 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 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. 3701, 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.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (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: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (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) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (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 (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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: [Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (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) (MAY 1989) (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 (February 2002) (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 Agreements (CBA) (May 1989) (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) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 contract award through expiration.

(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.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 samples per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. This maximum order is applicable to the Laboratory Testing and Analysis Services only. The Contractor is not obligated to honor in excess of:

ITEM NUMBER/CLIN	MAXIMUM ORDER
All CLINS	250 Samples Per Day

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 48 business hours 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.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the

basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 03/31/2015.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration. The Government may, but is not required to, give the Contractor a preliminary notice of its intent to extend before the contract expires. The preliminary notice, if provided, does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement 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.

(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) Alternate I (OCT 2006) of 252.225-7036.

(13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) X 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) 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 (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

MSC 5252.237-9801 Substitution Of Key Personnel (AUG 1990)

(a) General Provision. The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with his proposal and who are necessary to fulfill the requirements of this contract. No substitutions of key personnel shall be made except in accordance with this clause.

(b) Guidance on Substitutions. During the first ninety (90) days of the contract performance period no personnel substitutions by the Contractor will be made unless substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least 10 days in advance of the proposed substitutions) to the Contracting Officer and provide information required by paragraph (c) below.

(c) Request for Substitution. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information-requested by the Contracting officer. All proposed substitutes must have qualifications equal to or higher than the qualifications stated in the SOW. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) Key Personnel Definition. The following positions are considered as key personnel:

Program Manager: (b) (6)

Data Analyst: (b) (6)