

NOTICES, INSTRUCTIONS AND SPECIAL CLAUSES

PART I – LOCAL NOTICES AND INSTRUCTIONS FROM THE CONTRACTING OFFICER

Refer to this site <http://farsite.hill.af.mil/vffara.htm> for current version of clauses.

1. TAX EXEMPTION CERTIFICATION

In accordance with supremacy clause of the United States Constitution and Federal Acquisition Regulation 29.302(a), Tobyhanna Army Depot (TYAD), as an instrumentality of the United States Government, is generally immune from taxation by State and local jurisdictions. It is suggested that you retain a copy of this purchase order and this notice as documentary evidence that TYAD is immune from state and local taxation. If your state requires certification other than this form, or should you have questions concerning the parameters of immunity from taxation contact the person identified in block 7 of the DD Form 1155 or block 16 of the SF 1449.

2. SECURITY INSPECTION

All vehicles operated by contractors and commercial carriers will be subject to inspection by TYAD security personnel prior to entering the depot or departing.

3. SHIPMENT MARKINGS – IMPORTANT

- a. Contractors are requested to exercise extra care when applying the information to shipping containers and packing slips. Shipments received with incorrect or no markings not only cause added workload but may delay payment as well. If items are drop shipped from a supplier, you must ensure the proper Government Order Number is annotated on the packing slip by your supplier.
- b. All commodities require only one (1) copy of a packing slip.

4. USE OF POWER EQUIPMENT USING FOSSIL FUEL.

Contractors are prohibited from using diesel or gasoline powered equipment in an enclosed environment that is populated at the time the equipment is to be used. Alternate power such as propane or electricity is acceptable for use in populated areas. If the Government has required that the pertinent work be performed during times when the enclosed area is unpopulated, with the Contracting Officer Representative (COR)'s specific approval of both the use of the diesel or gasoline powered equipment and the scheduled work, the contractor may use diesel or gasoline powered equipment. Under those circumstances which unequivocally preclude use of alternate power, and diesel or gasoline powered equipment must be used, the COR must specifically approve such use; and the schedule of such use must be approved by the COR.

5. PACKAGING MARKING – IMPORTANT

Each line item is to be packaged individually and will be identified by placing the following information on the outside of each package on the individual packing slips:

- a. Purchase Order No. (Block 1 of DD Form 1155 or Block 2 of SF 1449)
- b. Purchase Request No. (found in the line item description of the DD Form 1155 or SF 1449)
- c. Part No. and Stock Item No. (found in the line item description of the DD Form 1155 or SF 1449)
- d. Nomenclature (found in the line item description of the DD Form 1155 or the SF 1449)
- e. Quantity and Unit of Issue (found in the line item description of the DD Form 1155 or SF 1449)
- f. Applicable shelf-life limits and required storage conditions.
- g. Applicable warranty information.

Kits will be packaged individually, identified, and will include a content listing.

NOTICES, INSTRUCTIONS AND SPECIAL CLAUSES

6. 5152.237-4008 TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR RESTRICTION

SECURITY SEARCHES, IN-PROCESSING, AND SECURITY SCREENING.

All persons seeking entrance to Tobyhanna Army Depot (TYAD) must submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All visitors and contractors, regardless of resident status or citizenship, will be subject to a vehicle search and intense in-processing by TYAD Security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied.

Any Contractors who will be working on site, company representatives who will be visiting periodically, and any companies or contractors requesting or requiring TYAD badges for other business reasons must submit a completed ELTY Form 648-C to their contract or depot point of contact. The completed form must be signed by the person who requires access and must be submitted by the contractor point of contact (POC) at least five (5) workdays in advance of on-site performance for each employee intended for on-site performance or five (5) workdays in advance of visits or other business related issues at the depot. Only the current version of the ELTY Form 648-C will be accepted and properly completed, signed and scanned forms will be accepted. The contractor POC shall submit the completed forms to the contract or depot POC for submission to TYAD security. Any contractor employee(s) already on site who have not been screened or whose screening has expired will be subject to security screening. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening. Contractor workers will not be granted access to the work site until the security screening is completed and access is approved. Any contractor personnel on-site who fails the screening will not be permitted further access to TYAD.

CONTRACTOR ON-SITE WORKFORCE – ADDITIONAL SECURITY REQUIREMENTS.

Prior to the commencement of performance under the contract and within seven (7) workdays of contract award, the contractor shall submit to the Chief, Security Division, Tobyhanna Army Depot, a roster of all contractor personnel, inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the contractor anticipates will be performing work on-site. The roster shall indicate which individuals are U.S. citizens and which are resident aliens (immigrants). The following documentation shall accompany the roster for each individual named on the roster as a resident alien (immigrant):

- a) A copy of a verifiable form of identification, such as a driver's license or a passport; and
- b) A copy of a valid Department of Justice Immigration and Naturalization Service Form I-551, Alien Registration Receipt Card ("Green Card").

Contractors who fail to identify any and all resident aliens (immigrants) who will be used for on-site performance and who will seek access to Tobyhanna Army Depot as a worker for or through the contractor, inclusive of managerial and subcontractor personnel, may be subject to civil and criminal penalties and sanctions as well as contract remedies.

Within five (5) workdays of the submission of the roster, documentation, and ELTY Form 648-C, the Government will have completed the security check and the contractor shall be notified whether all listed personnel will be permitted to work on-site. However, actual access to Tobyhanna Army Depot by the roster personnel will remain contingent upon such resident alien (immigrant) individuals presenting two (2) forms of identification as they process into TYAD through the Security building: a valid Form I-551, Alien Registration Receipt Card ("Green Card") in addition to at least one other verifiable form of identification.

The roster that the contractor submits is amendable. However, up to five (5) workdays will be required to perform a security check on any personnel added to the roster. The contractor is urged to include contingency or "back-up" personnel in the original roster in order to avoid delays due to roster amendment.

Contractors whose personnel are denied entry to TYAD due to the security requirements are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or be subject to other contractual remedies as appropriate.

NON-RESIDENT/NON-IMMIGRANT ALIENS.

All non-resident/non-immigrant aliens must have approval prior to being permitted access to TYAD. Such approval must be obtained by requesting access through the following: apply at the alien-resident's embassy; proceed to the U.S. Embassy; proceed to the Department of the Army; proceed to Army Materiel Command; proceed to U.S. Communications-Electronics Command; proceed to TYAD.

All non-resident/non-immigrant aliens granted accesses to TYAD are required to be escorted by Government personnel. One Government escort can accommodate a maximum of two non-resident/non-immigrant aliens.

NOTICES, INSTRUCTIONS AND SPECIAL CLAUSES

Due to limited availability of Government personnel, contractors shall not be permitted to employ non-resident/non-immigrant aliens as part of the contractors' on-site workforce. Limited exceptions to this restriction may be considered on a case-by-case basis. Such exceptions shall only be considered where a specialized skill or trade is not otherwise available, and even under such circumstances would only be considered for very limited duration, e.g., a few hours/days. However, even if a limited exception is considered, access may still be denied. Contractors whose personnel are either denied entry to TYAD or permitted limited entry to TYAD due to the security requirements pertaining to non-resident aliens/non-immigrants are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or other contractual remedies as appropriate.

Due to limited availability of Government personnel, visitors requiring escort may not be permitted access, or access may be limited to a certain time and duration.

FOR THE PURPOSE OF FORMAL ESCORTED SITE VISITS.

Resident aliens (immigrants) in possession of a valid Form I-551, Alien Registration Receipt Card ("Green Card"), are not required to obtain approval as set forth above, but such individuals must have proper identification in addition to a valid form I-551 in their physical possession at all times while at TYAD. Individuals lacking proper identification and valid Form I-555 will be denied access to TYAD.

SUBMISSION OF BIDS OR PROPOSALS.

Bidders/offerors who hand carry bids or quotes do so at their own risk. Bidders/offerors are solely responsible for the timely submission of bids /proposals/quotations, any delays security measures notwithstanding.

PART II- SPECIAL CLAUSES AND INSTRUCTIONS FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

7. FAR 28.307-2 INSURANCE REQUIREMENTS (Applicable to contracts requiring work on Government installation) In conjunction with FAR 52.228-5 Insurance – Work on Government Installation. (Incorporated by reference), the contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See [28.305\(c\)](#) for treatment of contracts subject to the Defense Base Act.)

(b) *General liability.*

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

NOTICES, INSTRUCTIONS AND SPECIAL CLAUSES

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

8. DELIVERY OF EXCESS QUANTITIES (FAR 52.211-17)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

9. INSPECTION/ACCEPTANCE (FAR 46)

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

10. EXCUSABLE DELAYS (FAR 12.403(d) AND FAR 49)

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 of 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.

NOTICES, INSTRUCTIONS AND SPECIAL CLAUSES

11. TERMINATION FOR THE GOVERNMENT'S CONVIENIENCE (FAR 12.403(d) AND FAR 49)

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 notify 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 that 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 that reasonably could have been avoided.

12. TERMINATION FOR CAUSE (FAR 12.403(c) AND FAR 49)

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.

13. WARRANTIES (FAR 46.7)

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

14. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text.

The full text of any clause is available at - <http://farsite.hill.af.mil/vffara.htm> - follow links at site to the Federal Acquisition Regulation (FAR) and Defense Acquisition Regulation Supplement (DFARS).

FAR SUBSECTION

TITLE

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applicable to orders exceeding \$30,000)
52.211-5	MATERIAL REQUIREMENTS
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.211-16	VARIATION IN QUANTITY (Applicable to quantity variation stated the order)
52.212-1	INSTRUCTION TO OFFERORS-COMMERCIAL ITEMS
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERICAL ITEMS
52.222-3	CONVICT LABOR (Applicable to orders above the micro-purchase threshold except those subject to the Walsh-Healey Public Contracts Act or purchases from Federal Prison Industries)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (E.O. 13496) (Applicable to contracts for supplies exceeding the micro-purchase threshold)

NOTICES, INSTRUCTIONS AND SPECIAL CLAUSES

52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (Applicable to orders for supplies exceeding \$15,000)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	EQUAL OPPORTUNITY (Applicable when contracts and subcontracts Exceed \$10,000 in any 12 month period)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applicable in orders expected to exceed \$15,000)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (Applicable in orders if the expected valued is \$100,000.00 or more)
52.222-41	SERVICE CONTRACT ACT OF 1965 (Applicable to orders for services in excess of \$2,500)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (Applicable to Orders in for services in excess of \$2,500)
52.222-50	COMBATING TRAFFICKING IN PERSONS (Applicable to all solicitations and contracts)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applicable to orders involving delivery of hazardous materials as defined in the latest version of Federal Standard 313 (including revisions adopted during the Term of the contract), or involving exposure to hazardous material. Contractor will submit Material Safety Data Sheets to the address cited in block 14 of DD Form 1155 or block 15 of SF 1449 five (5) days prior to delivery or use unless otherwise stated.
52.223-4	RECOVERED MATERIAL CERTIFICATION (Applicable if the order is for, or specifies the use of recovered materials)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (Applicable to work performed on a Federal facility)
52.223-6	DRUG-FREE WORKPLACE (Applicable to contracts with individuals)
52.223-11	OZONE-DEPLETING SUBSTANCES (contracts for ozone-depleting substances or for supplies that may contain or be manufactured with ozone-depleting substances.
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Applicable to all contracts unless an exception applies)
52.227-1	AUTHORIZATION AND CONSENT
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	PATENT INDEMNITY
52.232-1	PAYMENTS
52.232-8	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	EXTRAS
52.232-23	ASSIGNMENT OF CLAIMS
52.232-25	PROMPT PAYMENT
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
52.232-36	PAYMENT BY THIRD PARTY (Applicable if designated in the order, See Block 15 of DD 1155 or Block 18a of SF 1449)
52.233-1	DISPUTES
52.233-3	PROTEST AFTER AWARD
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (Applicable when services are to be performed on a Government installation)
52.243-1	CHANGES- FIXED PRICE (Fixed-price contract for supplies) (Applicable to orders where work has commenced and to bi-lateral orders and modifications)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	GOVERNMENT PROPERTY

NOTICES, INSTRUCTIONS AND SPECIAL CLAUSES

- (Applicable when Government-furnished property is furnished to the contractor)
- 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS
- 52.246-16 RESPONSIBILITY FOR SUPPLIES
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS
- 52.247-32 F.O.B. ORIGIN, FREIGHT PRE-PAID
(Applicable for supplies when Block 8 DD Form 1155 or Block 11 Standard Form 1449, is marked)
- 52.247-34 F.O.B. DESTINATION
(Applicable for supplies when Block 8, DD Form 1155 is marked destination or as stated on Standard Form 1449 in Block 11, this form is destination when unmarked).
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. –FLAG COMMERCIAL VESSELS
(46 U.S.C. Appx. 1241(b) (Applies to supplies transported by ocean vessels)
- 52.253-1 COMPUTER GENERATED FORMS
(Applicable to orders that require the contractor to submit data on standard and references optional forms and agency-prescribed forms for use in acquisition)
- DFARS**
- 252.201-7000 CONTRACTING OFFICER’S REPRESENTATIVE (COR)
(Applicable to orders for which a COR has been appointed)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
- 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION
- 252.211-7003 ITEM IDENTIFICATION AND VALUATION
(Applicable To all delivered items for which the government’s unit acquisition cost is \$5,000 or more, or items for which the Government's unit and specified items for which the Government’s acquisition cost is less than \$5,000
- 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION
(Applicable to shipments of bulk commodities)
- 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY
(Applicable for Government-furnished property)
- 252.223-7001 HAZARD WARNING LABELS
(Applicable to the MSDS as defined in the clause 52.223-3, above. Contractor is required to label the item package (unit container) of any hazardous material designated by a Government technical representative as potentially hazardous and requiring safety controls)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM
(Applicable as stated in DFARS 225.1101)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
- 252.225-7011 RESTRICTION ON ACQUISITION OF SUPERCOMPUTERS
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
- 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISREAL
- 252.225-7036 BUY AMERICAN --FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
(Applicable to orders for supplies or for services involving the servicing of supplies exceeding \$25,000 and as prescribed in Alternates I, II, III, IV, and V, as applicable)
- 252.227-7015 TECHNICAL DATA-COMMERCIAL ITEMS
(Applicable to technical data pertaining to Commercial items, components or processes).
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS
(Applicable to bi-lateral orders and modifications)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA ALTERNATE III (Note: ALTERNATE I applies to other than construction contracts, if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations)

(END OF FORM)