

NOTICES, INSTRUCTIONS AND SPECIAL CLAUSES

PART I - LOCAL NOTICES AND INSTRUCTIONS FROM THE CONTRACTING OFFICER

1. TAX EXEMPTION CERTIFICATION

In accordance with the supremacy clause of the United States Constitution and Federal Acquisition Regulation 29.302(a), Tobyhanna Army Depot, 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 Tobyhanna Army Depot 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 15, DD Form 1155.

2. DELIVERIES TO TOBYHANNA ARMY DEPOT (TYAD)

a. Shipping and receiving hours at Tobyhanna Army Depot are from 0730 hours to 1430 hours, Monday thru Friday (except on Federal holidays and the day after Thanksgiving).

b. All shipments will be scheduled and coordinated with the traffic control room at (570)895-7354 as soon as possible after notification of award or receipt of order. Failure to schedule delivery could result in delay in off-loading. In the event that delivery cannot be accomplished by the contract/purchase order delivery date, due to appointment date provided by traffic control personnel, the contract administrator, cited on the DD Form 1155, will be notified by the Contractor for disposition.

3. SECURITY INSPECTION

All vehicles operated by contractors and commercial carriers will be subject to inspection by Tobyhanna Army Depot security personnel prior to departing the controlled area.

4. SHIPMENT MARKINGS - IMPORTANT

a. Contractors are requested to exercise more 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. Requirements for steel & aluminum must be accompanied with four (4) copies of a packing slip. All other commodities require only one (1) copy of a packing slip.

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 and on the individual packing slips:

- a. Purchase Order No. (Block 1 of DD Form 1155)
- b. Purchase Request No. (Block 4 or 19 of DD Form 1155)
- c. Part No. and Stock Item No. (Block 19 of DD Form 1155)
- d. Nomenclature (Block 19 of DD Form 1155)
- e. Quantity and Unit of Issue (Blocks 20 and 21 of DD Form 1155)
- 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.

NOTE: ONLY PARAGRAPHS 1. THROUGH 5. apply to General Services Administration Federal Supply Schedule Delivery Orders and Orders under other Indefinite Delivery Type Contracts unless otherwise stated in the Order.

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6. FAR 28.307-2 INSURANCE REQUIREMENTS (Applicable to contracts requiring work on a Government installation).

In conjunction with FAR 52.228-5 Insurance – Work on a Government Installation (Jan 1997) (incorporated by reference), the contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) **WORKER'S 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.

(b) **GENERAL LIABILITY.** Bodily Injury Liability Insurance Coverage written on the comprehensive form of policy of at least \$500,000 per occurrence shall be required. Property Damage Liability Insurance is not normally required.

(c) **AUTOMOBILE LIABILITY.** Automobile Liability Insurance written on the comprehensive form of policy is required. 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.

7. DELIVERY OF EXCESS QUANTITIES (FAR 52.211-17) (SEP 1989)

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 variations 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 therefore, 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.
(End of Provision)

8. 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 reperformance of nonconforming 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 the change is due to the defect in the item.

9. 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.

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10. TERMINATION FOR THE GOVERNMENT'S CONVENIENCE (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 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 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.

11. TERMINATION FOR CAUSE (FAR 12.403(d) 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.

12. WARRANTY (FAR 46.7)

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

13. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

The full text of any clause is available at <http://www.acq.osd.mil/dp/dars/dfars.html> -- follow links at site to the Federal Acquisition Regulation (FAR) and Defense Acquisition Regulation Supplement (DFARS).

<u>SUBSECTION</u>	<u>TITLE</u>	<u>DATE</u>
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applicable to orders exceeding \$10,000)	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP 1990
52.211-16	VARIATION IN QUANTITY (Applicable to quantity variation stated in the order.)	APR 1984
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.)	JUN 2003
52.222-19	CHILD LABOR -- COOPERATION WITH AUTHORITIES AND REMEDIES (E.O.13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)	SEP 2002
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (Applicable to orders for supplies exceeding \$10,000)	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (Applicable when contracts and subcontracts exceed \$10,000 in any 12 month period)	FEB 1999

(All Other Editions Obsolete)

AMSEL-TY Form 1167 (AUG 2003)
Proponent Office is AMSEL-TY-KO

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<u>SUBSECTION</u>	<u>TITLE</u>	<u>DATE</u>
52.222-26	EQUAL OPPORTUNITY (Applicable when contracts and subcontracts exceed \$10,000 in any 12 month period)	APR 2002
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (Applicable to orders exceeding \$25,000)	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applicable to orders exceeding \$10,000)	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (Applicable to orders exceeding \$25,000)	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (Applicable to orders for services in excess of \$2,500)	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTI YEAR AND OPTION CONTRACTS) (Applicable to orders in for services in excess of \$2,500)	MAY 1989
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applicable to orders involving purchase 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, OSHA Form 20 (or authorized substitute), to the address cited in block 14 of DD Form 1155 five (5) days prior to delivery, unless otherwise stated.)	JAN 1997
52.223-4	RECOVERED MATERIAL CERTIFICATION (Applicable if the order is for, or specifies the use of, recovered materials)	OCT 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (Applicable to work performed on a Federal facility)	APR 1998
52.223-6	DRUG-FREE WORKPLACE (Applicable to contracts with individuals)	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Applicable to contracts over \$2,500)(DEVIATION)	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS ALTERNATE I (APR 1984) (Applicable to bi-lateral orders and modifications that exceed the micro-purchase threshold)	JAN 1986
52.232-25	PROMPT PAYMENT	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.232-36	PAYMENT BY THIRD PARTY (Applicable if designated in the order, See Block 15)	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	JULY 2002
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (Applicable when services are to be performed on a Government installation)	APR 1984
52.243-1	CHANGES - FIXED PRICE (Fixed-price contracts for supplies) (Applicable to orders where work has commenced and to bi-lateral orders and modifications)	AUG 1987
52.243-1	CHANGES - FIXED PRICE ALTERNATE I (Applicable for orders for Services with no supplies furnished) (Applicable to orders where work has commenced and to bi-lateral orders and modifications)	APR 1984
52.243-1 II	CHANGES - FIXED PRICE ALTERNATE II (Applicable to orders for Services which include the furnishing of supplies) (Applicable to orders where work has commenced and to bi-lateral orders and modifications)	APR 1984

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SUBSECTION	TITLE	DATE
52.244-6	Subcontracts for Commercial Items and Commercial Components (Applies to subcontracts for supplies or services other than commercial items)	APR 2003
52.245-1	PROPERTY RECORDS (Applicable when Government Furnished Property is furnished to the contractor)	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Applicable when Government Furnished Property valued over \$100,000 is furnished to the contractor)	JUN 2003
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT-FORM) (Applicable when Government Furnished Property valued \$100,000 or less is furnished to the contractor)	JUN 2003
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	APR 1984
52.247-32	F.O.B. ORIGIN, FREIGHT PRE-PAID (Applicable for supplies when Block 8 DD Form 1155, is marked "Other")	JUN 1988
52.247-34	F.O.B. DESTINATION (Applicable for supplies when Block 8, DD Form 1155, is marked "Destination")	NOV 1991
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (46 U.S.C.1241). (Applies to supplies transported by ocean vessels)	APR 2003
52.253-1	COMPUTER GENERATED FORMS (Applicable to orders that require the contractor to submit data on Standard or Optional Forms)	JAN 1991
252-201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (COR) (Applicable to orders for which a COR has been appointed)	DEC 1991
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV 2001
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 & requiring safety controls.)	DEC 1991
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR 2003
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR 2003
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC 1991
252.225-7011	RESTRICTION ON ACQUISITION OF SUPERCOMPUTERS	APR 2003
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR 2003
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR 2003
252.225-7031	SECONDARY ARAB BOYCOTT OF ISREAL	APR 2003
252.225-7036	BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT BALANCE OF PAYMENTS PROGRAM (Applicable to orders for supplies or services involving the servicing of supplies exceeding \$25,000; Alternate I applies when the estimated value is between \$25,000 and \$56,190)	APR 2003
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (Applicable to bi-lateral orders and modifications)	DEC 1991
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA ALTERNATE III (END OF FORM)	MAY 2002