

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA5	<b>Page</b> 1 <b>Of</b> 17
<b>2. Contract (Proc. Inst. Ident) No.</b> DAAE20-02-D-0008		<b>3. Effective Date</b> 2001OCT25	<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE	
<b>5. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CFA-A LINDA GRAFF (309)782-3136 ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09	<b>6. Administered By (If Other Than Item 5)</b> DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234	
<b>e-mail address:</b> GRAFFL@RIA.ARMY.MIL		<b>SCD C PAS NONE ADP PT SC1012</b>		

<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> MONTGOMERY COUNTY CHAPTER NYSARC DBA LIBERTY 1467 STATE HIGHWAY 5S PO BOX 639 AMSTERDAM NY 12010-0000  TYPE BUSINESS: Other Nonprofit		<b>8. Delivery</b> <input checked="" type="checkbox"/> <b>FOB Origin</b> <input type="checkbox"/> <b>Other (See Below)</b>		
<b>Code</b> 6V100 <b>Facility Code</b>		<b>9. Discount For Prompt Payment</b>		
		<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12
		<b>To The Address Shown In:</b>		

<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS COLUMBUS CENTER DFAS-CO/MINUTEMAN DIVISION PO BOX 182266 COLUMBUS OH 43218-2266		<b>Code</b> SC1032
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<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> <b>10 U.S.C. 2304(c)</b> ( ) <input type="checkbox"/> <b>41 U.S.C. 253(c)</b> ( )		<b>14. Accounting And Appropriation Data</b>			
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<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>
Contract Expiration Date: 2004OCT31		<b>15G. Total Amount Of Contract</b> \$0.00			

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	13
X	B	Supplies or Services and Prices/Costs	5	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	17
X	D	Packaging and Marking	9	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	10	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	11	L	Instrs., Conds., and Notices to Offerors		
	G	Contract Administration Data		M	Evaluation Factors for Award		
X	H	Special Contract Requirements	12				

**Contracting Officer Will Complete Item 17 Or 18 As Applicable**

<b>17.</b> <input type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	<b>18.</b> <input checked="" type="checkbox"/> <b>Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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<b>19A. Name And Title Of Signer (Type Or Print)</b>		<b>20A. Name Of Contracting Officer</b> BARRY R HARTLEBEN HARTLEBENB@RIA.ARMY.MIL (309)782-7116	
<b>19B. Name of Contractor</b> By _____ (Signature of person authorized to sign)	<b>19c. Date Signed</b>	<b>20B. United States Of America</b> By _____ /SIGNED/ (Signature of Contracting Officer)	<b>20C. Date Signed</b>

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## SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-AQ-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: amsta-aq-ar@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

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A-3            52.211-4506            INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL            DEC/1997  
                 TACOM-RI            SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

1. THE PURPOSE OF THIS DOCUMENT IS TO AWARD TACOM-ACALA'S RFP LETTER DATED 30 JUL 2001, DAAE20-01-R-0147, AS A THREE YEAR REQUIREMENTS CONTRACT. QUANTITY AND DELIVERY SCHEDULE SHALL BE AS DEFINED IN EACH DELIVERY ORDER PLACED AGAINST THIS CONTRACT.

2. NISH PROJECT #020540 DATED 3 OCT 2001 IS HEREBY MADE A PART OF THIS DOCUMENT. PRICING FOR AWARDS SHALL BE MADE BY UTILIZING THIS DOCUMENT.

3. THE CONTRACT ORDERING PERIODS ARE AS FOLLOWS: ORDER PERIOD 01: CONTRACT AWARD DATE THROUGH 21 OCT 2002  
ORDER PERIOD 02: 22 OCT 2002 THROUGH 21 OCT 2003  
ORDER PERIOD 03: 22 OCT 2003 THROUGH 21 OCT 2004

4. NO FIRST ARTICLE TESTING IS REQUIRED, HOWEVER, SEE CONTRACTOR INSPECTION REQUIREMENTS (FAR 52.246-1) AND INSPECTION OF SUPPLIES, FIXED PRICE (FAR 52.246-2).

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5. THE CONTRACTOR'S SIGNATURE IS NOT REQUIRED ON THE SF 30 AS THE PROPOSAL IS INCORPORATED AS PART OF THIS CONTRACT.
6. CONTRACT IS FOB: ORIGIN
7. THE UNIT PRICE FOR ORDERING PERIOD 01 IS \$51.64 EACH. THE UNIT PRICE WILL BE REVIEWED YEARLY FOR RENEWAL PREVIOUS TO START OF THE SECOND AND THIRD ORDERING PERIODS.
8. ALL TERMS AND CONDITIONS AS STATED HEREIN AND IN THE AFORMENTIONED RFP SHALL BE APPLICABLE TO ALL DELIVERY ORDERS.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>THE EFFECTIVE DATES FOR ORDERING PERIODS 1, 2, AND 3 ARE STATED IN SECTION A OF THIS SOLICITATION.</p> <p>DELIVERY SCHEDULE DATES WILL BE STATED IN EACH ORDER. FOB POINT: ORIGIN</p> <p>SHIPPING DESTINATIONS INCLUDE NEW CUMBERLAND ARMY DEPOT, PA, AND SHARPE ARMY DEPOT, CA</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER A CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>TACOM-RI                      ATTN: AMSTA-LC-CFA-A                      ROCK ISLAND, IL 61299-7630</p> <p>(End of narrative A001)</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>ORDERING PERIOD 01 IS 22 OCT 01 - 21 OCT 02</u></p> <p>NSN: 1025-01-044-2587                      NOUN: STAFF SECTION, CLEAN                      FSCM: 19200                      PART NR: 11579227                      SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 11579227                      DATE: 31-MAY-2001</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      MIL-STD-2073-1                      LOCATION OF PACKAGING/PACKING/SPECS:                      ADDENDA: D                      UNIT PACK: 001                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B                      SEE CLAUSE DS6411</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			<p>\$ ** N/A **</p>	
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>ORDERING PERIOD 02 IS 22 OCT 02 - 21 OCT 03</u></p> <p>NSN: 1025-01-044-2587                      NOUN: STAFF SECTION, CLEAN</p>			<p>\$ ** N/A **</p>	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>FSCM: 19200                      PART NR: 11579227                      SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 11579227                      DATE: 31-MAY-2001</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      MIL-STD-2073-1                      LOCATION OF PACKAGING/PACKING/SPECS:                      ADDENDA: D                      UNIT PACK: 001                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B                      SEE CLAUSE DS6411</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>ORDERING PERIOD 03 IS 22 OCT 03 - 21 OCT 04</p> <p>NSN: 1025-01-044-2587                      NOUN: STAFF SECTION, CLEAN                      FSCM: 19200                      PART NR: 11579227                      SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 11579227                      DATE: 31-MAY-2001</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      MIL-STD-2073-1                      LOCATION OF PACKAGING/PACKING/SPECS:                      ADDENDA: D                      UNIT PACK: 001                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B                      SEE CLAUSE DS6411</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			<p>\$ ** N/A **</p>	

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 11579227 with revisions in effect as of 5/31/01 (except as follows):

ENGINEERING EXCEPTIONS: THE FOLLOWING ENGINEERING CHANGES APPLY TO THIS PROCUREMENT ACTION:

DRAWING NO. 11579227 SHEETS 1, 2, & 3: SPECIFICATION MIL-B-13889 HAS BEEN CANCELLED WITHOUT REPLACEMENT. USE AS IS.

DRAWING NO. 11579227 SHEET 1: CHANGE NOTE 2 FROM: SPEC MIL-STD-372, CLASS B, "WELDING, INERT GAS, METAL ARC, ALUMINUM ALLOYS, READILY WELDABLE FOR STRUCTURES, EXCLUDING ARMOR," APPLIES.

TO: WELD PER ANSI/AWS D1.2.

QAP 11579227:

PART I: DELETE MIL-B-13889. PART III: IN LIEU OF USING MIL-B-13889, USE THE CONTRACTOR'S QUALITY PLAN FOR INSPECTION OF THE REMAINING DRAWING REQUIREMENTS. PART I: MS20426 REPLACED BY NASM20426.

GAGE DRAWINGS 8776041 & 8778552:

DOCUMENT	REMOVE	REPLACE WITH
8776041	MIL-STD-10	ASME-B46.1
8776041	MIL-STD-8	ANSI-Y14.5
8778552	MIL-STD-10	ASME-B46.1
8778552	MIL-STD-8	ANSI-Y14.5

(CS6100)

C-2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

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(CS6191)

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SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 DEC 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY  
Level of Packing: B  
Quantity Per Unit Package: 001  
SPI Number: P11579227, REV. B, DATED 26 FEB 86

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: DELETE MIL-P-116 AND REPLACE WITH MIL-STD-2073-1. DELETE PPP-B-636 AND REPLACE WITH ASTM D5118. DELETE PPP-T-76 AND REPLACE WITH ASTM D1974. DELETE PPP-T-97 AND REPLACE WITH ASTM D5330 AND DELETE MIL-C-5501 AND REPLACE WITH NAS 847.

(End of clause)

(DS6411)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	JUN/1988
F-4	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-6	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-7	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-8	52.247-4531	COGNIZANT TRANSPORTATION OFFICER TACOM-RI	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are graffl@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-1961 ATTN: Linda Graff and (309) 782-8054 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

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## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-3	52.232-25	PROMPT PAYMENT	MAY/2001
I-4	52.233-1	DISPUTES	DEC/1998
I-5	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-6	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2001
I-7	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-8	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I	APR/1984
I-9	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) - ALTERNATE I	APR/1984
I-10	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-11	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-12	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 22 Oct 01 through 21 Oct 04.

(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

(IF6155)

I-13	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 500;

(2) Any order for a combination of items in excess of n/a; or

(3) A series of orders from the same ordering office within 20 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

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I-14 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 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 the 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 delivery of the final quantity under the final delivery order.

(End of clause)

(IF6031)

I-15 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR MAY/1999  
REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by -1-. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network,

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subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve system.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contact.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

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(3) The signature (manual or electronic, as appropriate), title, and telephone number or the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer system telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and therefore, not the receiver of the wire transfer payment.

(End of Clause)

(IF6004)

I-16            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	NISH PROPOSAL #020540	03-OCT-2001	002	