Clauses Incorporated by Reference – SEPT 26

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Section D Clauses

ACND-0001 PACKAGING, MARKING, AND DOCUMENTATION

Contractor shall comply with the packaging and marking instructions set forth below. MR and MCCS activities reserve the right to charge back excess costs incurred by failure of the Contractor to comply with these instructions. These costs may include transportation, packing, marking, and administrative expenses. Any questions concerning these instructions should be directed to the Contracting Officer.

1. Shipping. All shipments made under this contract shall be prepaid by the Contractor and added to the invoice as a separate line item. Contractor shall ship via carrier designated on contract or individual delivery orders.

2. Packing. Contractor shall pack all shipments to ensure safe delivery in standard packaging which meets the requirements of the National Motor Freight/Uniform Freight Classification and is necessary to prevent deterioration of contents and damages due to the hazards of shipping, handling, and storage.

3. Marking. Markings by Contractor shall be clear and easily readable. Non-pertinent markings shall be covered or removed. As a minimum requirement, Contractor shall mark each carton in a shipment with the MR or MCCS contract number and, if applicable, the delivery order number. Instructions for other markings, if required, will be indicated by the ordering activity or the COR.

4. Documentation.

   4.1. Bill of Lading. Contractor shall complete the bill of lading in accordance with the rules of the National Motor Freight/Uniform Freight Classification.

   4.2. Packing List. Contractor shall prepare a packing list for each shipment, enclose it in the number one carton, and mark the outside of the carton "Packing List Enclosed." (A detailed copy of the invoice or a copy of the delivery order showing the quantities shipped will suffice as a packing list.) The Contractor shall include the contract number and, if applicable, delivery order number on the packing list.

ACND-0001-E PACKAGING AND MARKING - CONSTRUCTION

Contractor shall comply with the packaging and marking instructions set forth below. The NAFI activities reserve the right to charge back excess costs incurred by failure of the Contractor to comply with these instructions. These costs may include transportation, packing, marking, and administrative expenses. Any questions concerning these instructions should be directed to the Contracting Officer.

1. Shipping. All shipments made under this contract shall be prepaid by the Contractor and included in the firm-fixed price. All submittals shall be sent using overnight delivery services unless otherwise stated in the contract.

2. Packing. Contractor shall pack all shipments to ensure safe delivery in standard packaging which meets the requirements of the National Motor Freight/Uniform Freight Classification and complies with the rules and regulations applicable to the mode of transportation. Standard packaging shall be sufficient to prevent deterioration of contents and damages due to the hazards of shipping, handling, and storage.

3. Marking. Markings by Contractor shall be clear and easily readable. Non-pertinent markings shall be covered or removed. All submittals shall be marked with the project name (identified by Installation and project), and the NAFI contract number, and if applicable, the Task Order number. Submittals shall be shipped in complete packages unless authorized in advance by the Contracting Officer. Instructions for other markings, if required, will be indicated by the ordering activity, or the Contracting Officer's Representative (COR).

4. Packing List. Contractor shall prepare a packing list for each shipment, enclose it in the number one carton, and mark the outside of the carton "Packing List Enclosed." (A detailed copy of the invoice or a copy of the Task Order showing the quantities shipped will suffice as a packing list.) The Contractor shall include the contract number and, if applicable, the Task Order number on the packing list.

Section G Clauses

ACNG-0004 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

1. The Contracting Officer will appoint a Contracting Officer's Representative(s) (COR), in writing, to perform various duties during the term of the contract. Additional Technical COR (COTR), Local COR (LCOR), Alternate COR (ACOR) may be appointed if needed. Within this contract each may also be referred to as "COR," however, individual responsibilities and authority will be identified specifically in their appointment letter.

2. The COR may not change the terms or conditions of this contract, may not interpret it, nor execute or agree to any contract modifications thereto. Only the Contracting Officer can authorize modifications to the terms and conditions of this contract, including deviations from specification requirements. If the Contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the Contractor's own risk. Any costs related to the Contractor's unauthorized deviation shall be borne by the Contractor.

3. After the contract award, the Contractor will be provided a copy of the COR appointment letter, which will contain a list of COR responsibilities.

ACNG-0008-A TRAVEL FIRM-FIXED PRICE

1. In the event this contract requires travel of Contractor personnel to a destination that is not located within the metropolitan area of the Contractor's office, Contracting Officer authorization is required. Prior to travel, Contractor shall provide the Contracting Officer a written quote with a breakdown of all associated travel costs for review, and if warranted, negotiation. The Contracting Officer will authorize travel costs by modification or Delivery or Task Order, as applicable. The Contractor shall be responsible for all travel costs exceeding those authorized or incurred without Contracting Officer authorization.

2. Although Contractor travel is not subject to the Joint Travel Regulation (JTR), the JTR standards for employees' reimbursable expenses will be used for determining reimbursable expenses for Contractor travel. The Contracting Officer will only authorize travel costs that comply with the JTR located at

https://www.travel.dod.mil/Travel-Transportation-Rates/Per-Diem/Per-Diem-Rate-Lookup/. NAFI guidance on travel-related expenses is provided below. This list is not exhaustive; further detail can be found at the JTR site, and questions shall be directed to the Contracting Officer.

2.1. Airfare shall not exceed coach or economy rates.

2.2. Lodging, meals, and incidentals shall not exceed the maximum allowable per diem rates for the location.

2.3. Vehicle Rentals shall not exceed economy or compact rates.

2.4. Other reimbursable expenses, as applicable, shall be in accordance with the JTR.

2.5. Reproduction, mailings, and all other related expenses are not reimbursable.

2.6. Markups for profit on travel expenses are not allowed under any circumstances.

2.7. The NAFI will not reimburse or otherwise pay salary, wage expenses, or hourly rates incurred during or associated with travel.

3. Cost increases after initial authorization will only be approved at Contracting Officer's discretion. In this event, the Contractor shall provide a request to Contracting Officer prior to expensing additional funds, along with justification for the increase request, and an expense report of all costs by personnel and site location for review. If approved, the new expenses will be added by bilateral modification.

4. Contractor shall make all travel arrangements unless the Contracting Officer directs otherwise. Contractor shall notify the Contracting Officer immediately of any travel-related delays or issues that may impact performance under this contract.

5. Contracting Officer will provide Contractor with a Contractor Letter of Identification and Installation Access on NAFI letterhead 48 hours prior to the arrival date. The Contractor Letter of Identification and Installation Access is provided to facilitate access to military Installations for Contractor personnel.

ACNG-0010 MODIFICATIONS

1. The provisions herein, together with the attachments, constitute the entire contract between the NAFI and the Contractor. No alteration, modification, waiver, or discharge of the contract, or any of its terms, shall be binding, unless in writing and executed with the same formalities as are required for the execution of this contract. Any changes to this contract must be made by written modification and executed by the NAFI Contracting Officer or Buyer.

2. In no event shall a verbal or written understanding or agreement between the Contractor and any Government/NAFI employee be binding or effective upon the NAFI, with the exception of contract modifications, change orders, or other letter or verbal direction by the Contracting Officer, unless other than the Contracting Officer on this contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the NAFI. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government/NAFI employee other than the Contracting Officer directs change in the work to be performed or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the NAFI.

ACNG-0011 PRICE REVISIONS

The prices established in this contract shall remain firm for the period of the contract. However, if Contractor offers to industry or government at large any price decreases on the items of equipment, products, or service included in this contract which become effective during the term of the contract, the price decreases will be passed on to the NAFI as to any portion of contract performance not completed at time of implementation of price decreases by Contractor to the extent the decreased prices would be lower than the prices in this contract or unless the parties hereto mutually agree to a price adjustment in which event the adjustment shall become effective only on the effective date of a written modification to the contract. Any request by the Contractor for adjustment of price(s) must be made in writing to the Contracting Officer and must provide sufficient, factual information and data to substantiate the proposed revision, including a clear and definite identification of existing cost factors which could not be identified at the time of entering into the contract. Any price adjustment under this provision is subject to negotiation, mutual agreement of the parties, and the accomplishment of a finalized written modification to the contract. Contractor has no expressed or implied right to a price adjustment by reason of this clause.

ACNG-0013 USE OF CONTRACT BY OTHER FEDERAL ENTITIES

1. Federal Statute and Department of Defense (DoD) Procurement Policy encourage DoD Non-appropriated Fund Instrumentalities (NAFIs) to enter into contracts or other agreements with other Federal Government entities, where it is advantageous to do so. It is solely within the discretion of each entity to decide whether or not to participate.

2. This is a Nonappropriated Fund (NAF) Contract.

3. The prices, costs, rates, commissions/fees, terms and conditions and any other contract provision are non-negotiable absent modification, change or amendment by an authorized contracting officer of the NAFI that issued this Contract.

4. Any dispute and/or claim shall be submitted to the NAF contracting office that issued this Contract for any required adjudication. Any issue between an ordering entity (other than the NAFI that issued this Contract) and the Contractor, which cannot be resolved without formal action by the Contracting Officer (e.g., delivery/task order, modification, final decision letter, termination action, etc.) will be referred to the Contracting Officer of the NAFI that issued this Contract for action. Any issue that appears to require formal contract action, and/or that is a potential dispute or claim will be brought to the attention of the Contracting Officer of the NAFI that issued this Contract.

5. The Contractor shall perform the Contract requirements in accordance with this Contract regardless of which entity places an order against this Contract. The terms and conditions of this Contract shall apply to all performance under this Contract, without regard to ordering entity, delivery or performance site, location or facility.

6. If the Contractor cannot fulfill a delivery/task order, regardless of reason, the Contractor shall immediately advise the ordering entity. Generally, such notice shall be provided within one (1) business day of the date and time the Contractor is aware (or should have been aware) that the order could not be fulfilled.

7. The sites, locations, or facilities identified herein as being required in this Contract are not all inclusive of the number of sites, locations, or facilities that may be added in the future; however, this Contract does not create a right of first refusal and does not require, guarantee, or imply the addition of any sites, locations, or facilities to this Contract. Additional sites, locations, or facilities identified in a delivery/task order that are not listed in the Contract, will be added to the Contract, by Contract Modification by an authorized Contracting Officer of the NAFI that issued this Contract.

8. No additional quantities are guaranteed or implied as a result of this clause.

9. Other Federal entities authorized to place delivery/task orders against this contract include:

9.1. Army and Air Force Exchange Service (AAFES);

9.2. U. S. Army Family and MWR Command (FMWRC);

9.3. Air Force Nonappropriated Fund Purchasing Office (AFNAFPO);

9.4. U. S. Marine Corps Business and Support Services Division (MR) and Marine Corps Community Services (MCCS);

9.5. Navy Exchange Command (NEXCOM) and Navy Exchange System (NES);

9.6. Commander, Navy Installations Command (CNIC), Fleet and Family Readiness (F&FR);

9.7. Coast Guard Exchange System (CGES); and

9.8. Other Federal activities not specifically named in this Contract.

10. More favorable prices, costs, rates, commissions, fees, terms and conditions than reflected in this Contract may be offered by the Contractor to the various ordering entities and/or negotiated by the ordering entities based upon economic factors that support such mutually agreed to arrangements, provided that:

10.1. Any such agreement is made in writing; and

10.2. A complete copy of any such agreement is given to the Contracting Officer of the NAFI that issued the Contract, prior to performance.

11. The NAFI that issued this Contract is not responsible or liable for payment related to delivery/task orders issued by another entity. The entity that issues a delivery/task order is solely responsible for payment in accordance with applicable Federal laws. Each delivery/task order issued will include:

11.1. Contract number against which order is placed;

11.2. Location where delivery/performance will take place and required delivery / performance date(s);

11.3. Complete contact information for both the ordering entity and any other point of contact that the Contractor may need to complete the order;

11.4. Invoicing and payment instructions and/or procedures for remitting commission/license fee payments to the ordering entity.

12. On a quarterly basis (15 Jan, 15 Apr, 15 Jul, 15 Oct), unless a different reporting requirement is specified elsewhere in this Contract, the Contractor shall provide the Contracting Officer with a written report recapping all expenditures by item or service including a total for all entities that have placed orders during the preceding quarter.

ACNG-0014 ORDERS PLACED BY AAFES

1. This Contract has a clause authorizing the Army and Air Force Exchange (AAFES) to make purchases of items and/or services at the agreed upon Contract pricing. AAFES uses the Oracle Advanced Procurement (OAP) Application to issue orders using a ten digit number starting with "73" to distinguish them from other entities.

2. Before AAFES can place an order against this Contract, they will first create a "contract agreement number" in their OAP Application with a number in the following format: 730000####. Any orders placed by AAFES utilizing their OAP Application will reference the MR/MCCS Contract number for clarification purposes. Orders placed against the MR/MCCS Contract will still be issued in accordance with the MR/MCCS Contract's terms and conditions.

3. Your company is invited to register with AAFES to use their Oracle iSupplier portal free of charge to view orders, review payment status of orders and other information. You may contact the AAFES Help Desk at 1-800-493-6017 or email at CPSupport@aafes.com for more information.

ACNG-0018 LIMITATION ON WITHHOLDING OF PAYMENTS

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours of employees;

2. Withholdings not specifically provided for by this contract;

3. The recovery of overpayments; and

4. Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

ACNG-0022 PAYMENT BY THIRD-PARTY

1. General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the NAFI, in accordance with the terms of this clause. The third party and, if applicable, the particular Government-wide commercial credit card to be used are identified elsewhere in this contract.

2. Contractor payment request. In accordance with the clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the NAFI account with the third party, at the time and for the amount due in accordance with the terms of this contract.

3. Payment. The Contractor and the third party shall agree that all payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the

Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the NAFI and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

4. Documentation. Documentation of each charge against the NAFI's account shall be provided to the Contracting Officer upon request.

5. Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

6. Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, which is not provided in the third-party agreement referenced in paragraph 3 of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

ACNG-0023-H SETUP AND PAYMENT OF UTILITIES

1. The Contractor shall be responsible to pay utilities including gas, electricity, water, sewer, telephone, trash disposal, cable, internet (Wi-Fi) and any other such service required in the performance of this contract at 1% of gross sales or actual cost of utilities whichever is higher, unless otherwise stated in a Site Delivery Order or modification. Repair and maintenance of concession installed utilities are Contractor's responsibility. The NAFI is not liable for losses caused by interruptions of utility service. Contractor shall pay for and be responsible for all utility connections, tie-ins, and disconnections to Contractor-furnished equipment. Contractor-furnished equipment requiring utilities hookup shall comply with Installation energy conservation policies. Contractor-furnished equipment determined by the NAFI or the Installation to be energy inefficient will be replaced with acceptable equipment at the Contractor's expense.

2. Contractor shall coordinate with Installation facilities to set up services for electric, gas, and water. The Contractor shall be responsible for any costs associated with installation

of utility meters, when applicable or required. Unless indicated otherwise in the Site Delivery Order or modification, invoicing and payment of facility utilities will be managed by the Installation Comptroller.

3. Telephone, internet, cable, satellite, and other related communication services shall be the sole responsibility of the Contractor. The Contractor shall coordinate separately with the local telephone service to obtain a new telephone number(s) and data service for the concession location. Should the NAFI be charged for communication consumption, such consumption will be re-billed to the Contractor.

4. Unless indicated otherwise in the Site Delivery Order or modification, utility payments shall be advance paid annually, per MCO 7300.21B. Utilities will be allocated against the reimbursable order according to the applicable utility rates during the fiscal year (ending in September)

4.1. Commands will use the amounts billed in July (or an executed month from historical analysis that best represents costs) to estimate costs for utilities, telephone, trash removal, janitorial and other services, and garrison mobile equipment support.

4.2. For the final September billing and allocation, the Command will determine in a timely manner if additional resources, above the current available funding, are required to cover service costs.

4.3. If, after the final September billing and allocation, there are amounts in excess or not executed, the Command will deobligate the amounts for the expiring fiscal year and reuse them for the next advance annual billing period.

5. The Contractor and the Contractor's employees shall comply with Installations energy conversation programs to the extent possible under operating standards.

ACNG-0028-H CONTRACTOR'S MAIL

The Department of Defense Postal Regulations authorize Military Post Offices to process only official mail that is sent to military personnel or authorized civilian personnel. Contractor is responsible for understanding the individual Installation regulations on mail and making arrangements accordingly.

ACNG-0031 REQUIRED FORMS

Contractor shall provide certification of the taxpayer identification number to the Contracting Officer prior to execution of this contract by completing and returning a Department of Treasury Internal Revenue Service (IRS) Form W-9. MCCS will use the information to comply with IRS reporting requirements and may disclose the information to other federal, state or local government agencies.

ACNG-0033 COMPUTER-GENERATED FORMS

1. Any data required to be submitted on a Standard or Optional Form prescribed by this contract may be submitted using a computer-generated version of the form, provided:

1.1. There is no change to the name, content, or sequence of the data elements on the form.

1.2. The form carries the Standard or Optional Form number and edition date.

2. If the Contractor submits a computer-generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

ACNG-0036 DEFICIENCIES IN CONTRACT DOCUMENTS

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

ACNG-0037 SAM.GOV REGISTRATION

A current SAM.gov registration is required for award and shall be kept active through the period of performance of this contract to include any option year exercised by the NAFI. Contractor shall also keep the registration active through the performance period for any active contract.

Section H Clauses

ACNH-0002 INCREASING THE MINIMUM WAGE FOR CONTRACTORS

1. This Contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and specifically to all the provisions set forth in Appendix A to 29 CFR part 10. The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, the applicable minimum wage per the Executive Order. Accordingly, Appendix A is hereby incorporated by reference and has the same force and effect as if set forth in full in this Contract. The full text of the final rule, to include the regulations and clause "Establishing a Minimum Wage for Contractors" at 29 CFR part 10, is available at:

< http://www.gpo.gov/fdsys/pkg/FR-2014-10-07/pdf/2014-23533.pdf >.

2. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers. The Contractor shall include this clause, including this paragraph, in all subcontracts, regardless of dollar value, that are subject to Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act), and are to be performed in whole or in part in the United States.

ACNH-0004 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT FOR MULTIPLE YEAR AND OPTION CONTRACTS

1. This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

2. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

3. The wage determination, issued under the Service Contract Labor Standards Act, (41 U.S.C. Chapter 67), by the Administrator, Wage and Hour Division, Employment Standards

Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

4. The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

4.1. The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

4.2. An increased or decreased wage determination otherwise applied to the contract by operation of law; or

4.3. An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

5. Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph 4 of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

6. The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the

amount claimed, the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

7. The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor until the expiration of three (3) years after final payment under the contract.

ACNH-0006 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

Contractor and any subcontractors shall comply with applicable NAFI identity verification procedures, installation access requirements, and security clearance policies. In addition, Contractor personnel performing contracted services on or inside of a government facility/installation shall produce, upon request, personal identification in the form of state or federal identification cards such as a driver's license, passport or other official identification at the Contracting Officer or COR's request. Contractor personnel, when performing on installations, shall display distinguishing badges or other visible identification that identifies them as Contractor personnel and not NAFI personnel. In addition, Contractor personnel shall also clearly identify themselves as Contractor employees when conducting telephone conversations, and in formal and informal written correspondence.

ACNH-0006-A PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

This clause provides guidance concerning compliance with Homeland Security Presidential Directive (HSPD) 12 and Contractor Screening Policy when contract performance requires routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. As processes and procedures could change over time, obtain the current process from the contracting officer or COR. Direct questions to the MCCS contracting officer or COR.

1. After contract award and prior to performance on any Federal installation, the contractor shall comply with the local installation's personal identity verification procedures

identified by that installation which implements HSPD-12 policy for a Common Identification Standard for Federal Employees and Contractors. If the contractor employee is to work at only one site, MCCS' contractors must follow local installation guidelines and directives concerning identification, access, and security requirements. These guidelines may vary from one installation to another and it is the contractor's responsibility to seek guidance concerning these issues from the contracting officer or COR.

1.1. If contractor employees will require routine access to one or more installations or access to MR or MCCS information systems, contractor personnel must obtain a Common Access Card (CAC) and will be required to submit a clearance package no less than 30 days in advance of needed access. CAC issuance can take from 1 week to 3 months to process. Refer to the contracting officer or COR for current requirements for CAC applications. Prior to submitting the CAC clearance package, contractor personnel must have a current National Agency Check with written Inquiries (NACI).

1.2. The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system.

2. The contractor is responsible for securing and returning to the issuing office all identification cards issued under these procedures (1) for all employees at the end of the contract; and (2) for individual employees no longer employed or no longer assigned to perform the MCCS contract.

3. Any costs associated with the clearance process are the responsibility of the contractor.

ACNH-0006-E PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - CONSTRUCTION

1. This clause provides guidance concerning compliance with Contractor Screening Policy when contract performance requires routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. As processes and procedures could change over time, obtain the current process from the Contracting Officer or Contracting Officer's Representative (COR). Direct questions to the NAFI Contracting Officer or COR.

2. After contract award and prior to performance on any Federal Installation, Contractor's employees and representatives must follow local Installation guidelines and directives concerning identification, access, and security requirements. These guidelines may vary from one Installation to another, and it is the Contractor's responsibility to seek guidance concerning these issues from the Contracting Officer or COR.

3. If requested, Contractor employees or representatives who require routine access to one or more Installations or access to NAFI information systems, must obtain a Common Access Card (CAC) and shall submit a clearance package no less than 30 days in advance of needed access. CAC issuance can take from one (1) week to three (3) months to process. Refer to the Contracting Officer or COR for current requirements for CAC applications. Prior to submitting the CAC clearance package, Contractor personnel must have a current National Agency Check with written Inquiries (NACI).

4. The Contractor is responsible for securing and returning to the issuing office all identification cards issued under these procedures:

4.1. For all employees at the end of the contract; and

4.2. For individual employees no longer employed or no longer assigned to perform the NAFI contract.

5. Any costs associated with the clearance process are the responsibility of the Contractor.

6. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

7. The Contractor shall account for all forms of NAFI or Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the NAFI/Government:

7.1. When no longer needed for contract performance;

7.2. Upon completion of the Contractor employee's employment;

7.3. Upon contract completion or termination; or

7.4. The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

8. The Contractor shall insert the substance of clause, including this paragraph 8, in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph 2 of this section, unless otherwise approved in writing by the Contracting Officer.

ACNH-0010 COMPLIANCE WITH OSHA REGULATIONS

The Contractor or subcontractor shall not permit any part of the work called for by this contract to be performed in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health and safety of employees engaged to furnish labor. If this contract is for construction services, the Contractor or subcontractor shall also comply with the safety and health standards applied under 29 CFR, Part 1926.

ACNH-0011 PROTECTION OF MATERIAL AND WORK

The Contractor shall take care to protect and preserve all materials, supplies, and equipment of every description, and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the NAFI and the cost thereof charged to the Contractor or deducted from any payments due.

ACNH-0014 PROHIBITED ACTIVITIES

The Contractor shall not, in or about the premises of the military Installation, engage in or permit gambling or the use of any device which resembles gambling (such as punch cards or slot machines), engage in loan operations, or sell merchandise or services on credit unless otherwise provided in this Contract. The Contractor assumes responsibility for all deferred charges. The Contractor shall take no actions counter to the purpose of the contract or which have the effect of diverting sales from the concession activity to the Contractor's commercial business activities.

ACNH-0015-F SALE OF ALCOHOLIC BEVERAGES

The sale of alcoholic beverages on Marine Corps installations must be consistent with the overriding need for military readiness, discipline and community safety. Consequently, MCCS supports the Marine Corps efforts to deglamorize the use of alcoholic beverages, as well as, efforts to foster low risk use of alcoholic beverages for those who choose to use them. The Contractor hereunder must agree to comply with the directives, instructions and other guidance or policies issued by the Department of Defense United States pertaining to the sale of alcoholic beverages and implement procedures internally which foster the Marine Corps' goals. It is the Contractor's responsibility to meet all federal, state, and local licensing laws and tax requirements. Where approved by the Commanding Officer of the installation, the Contractor will be allowed to sell alcoholic beverages, on a location by location basis, subject to applicable directives, instructions and other guidance or policies. Alcohol server training must be conducted and documented annually to ensure the safety of MCCS patrons.

ACNH-0016-F ALCHOLIC BEVERAGES - CONTRACTOR REQUIREMENTS

The Contractor shall ensure that all alcoholic beverages served for consumption on site by the bottle are labeled with the U.S. Government warning label. In addition the Contractor shall have a warning label displayed at the cash register/bar if alcoholic beverages are served by the glass. The Contractor shall ensure all members of their staff are trained in responsible serving and selling of alcoholic beverages as stated in the MCO 1700.22F, Alcohol Beverage Control in the Marine Corps and MCO 1700.30, Marine Corps Community Services Business Operations Manual and the Dram Shop Act. Responsible Alcohol Server Training (ServSafe Alcohol or Equivalent) is to be completed by Contractor employees and certificates of completed training are to be readily available at the Contractor's operation; and, the Contractor shall provide the MCCS with copies of completion certificates. The Contractor must obtain and maintain liquor liability insurance, to relieve MCCS from any liability arising from Patrons consuming excessive alcohol. Contractor may not offer alcohol promotions as alcohol promotions are prohibited.

ACNH-0017-H TERMINATION FOR DISCONTINUANCE OF OPERATIONS

This contract will be automatically terminated without cost or liability to either party in the event the military Installation is deactivated, closed, or realigned under another agency, unless the NAFI continues the operations or services provided under this contract. In all other instances, the contract clause(s) covering termination shall apply.

ACNH-0020 AUDITS

The Contractor shall, upon written notice of MCCS, provide materials requested by the CPA and/or Marine Corps Nonappropriated Fund Audit Service (MCNAFAS) auditors for routine or special audits. When possible, MCCS will provide advance notification of audits.

ACNH-0021 EMPLOYMENT ELIGIBILITY VERIFICATION

1. Definitions. As used in this clause:

1.1. Alien- any person not a citizen or national of the United States.

1.2. Subcontract- any contract, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

1.3. Subcontractor- any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

1.4. United States, as defined in 8 U.S.C. 1101(a)(38)- the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

2. Federal statutes and Executive Orders (EOs) require employers to abide by the immigration laws of the United States (U.S.) and to employ in the U.S. only individuals who are eligible to work in the U.S. In particular, the Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a), requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, recruiting, or referring for a fee, of aliens who are not authorized to work in the U.S.

3. By its performance of this Contract, the Contractor certifies that it has complied and will comply with IRCA and all other U.S. statutes and EOs that address immigration and employment of individuals eligible to work in the U.S. The Contractor expressly certifies that it has verified the identity and employment eligibility of any individual who is hired for employment or continues to be employed to work under this Contract. The Contractor certifies further that it will ensure, prior to the award of any subcontract for work under this Contract that current and proposed subcontractors employing four or more individuals are in compliance with IRCA and all other applicable U.S. statutes and EOs. Questions regarding compliance under the IRCA may be directed to U.S. Department of Justice, Immigration and Naturalization Service.

4. The E-Verify program provides an internet-based means of verifying employment eligibility of workers employed in the U.S. Although the E-Verify program is NOT a substitute for any other employment eligibility verification required by Federal statutes and EOs, it is a free tool to facilitate compliance with the IRCA and other applicable statutes and EOs. Information on registration for and use of the E-Verify program is available at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

5. Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph 5 in each subcontract that includes work performed in the United States.

ACNH-0022 NONDISPLACEMENT OF QUALIFIED WORKERS

1. Consistent with the efficient performance of this contract, the Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work. Except as provided in paragraph 2 below, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The Contractor and its

subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

2. Notwithstanding the obligation under paragraph 1 Above, the Contractor and any subcontractors:

2.1. May employ under this contract any employee who has worked for the Contractor or subcontractor for at least three (3) months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge

2.2. Are not required to offer a right of first refusal to any employee(s) of the predecessor Contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b); and

2.3. Are not required to offer a right of first refusal to any employee(s) of the predecessor Contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

3. The Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. The Contracting Officer will provide the list to the successor Contractor, and the list shall be provided on request to employees or their representatives.

4. If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

5. In every subcontract entered into in order to perform services under this contract, the Contractor will include

provisions that ensure that each subcontractor will honor the requirements of paragraphs a. through b. with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph c., above. The Contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the Contractor as a result of such direction, becomes involved in litigation with a subcontractor or is threatened with such involvement, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

ACNH-0023-H MCCS EMPLOYEE HIRING CONSIDERATION

At installations where these services being contracted are provided by direct-hire employees of MCCS, Contractor shall give former MCCS employees displaced as a result of conversion to contract performance, the right of first consideration for employment openings in the contract in positions for which they are qualified.

ACNH-0029-J INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

ACNH-0030-J WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS

1. This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall-

1.1. provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require; and

1.2. continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph 1 (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

2. This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701, et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph b. (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

ACNH-0036-E COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS

All rulings and interpretations of the Construction Wage Rate Requirements (previously known as Davis-Bacon Act) and Related Regulations contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of

payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 4 of this clause. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause ACNH-0038-E APPRENTICES AND TRAINEES. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates conformed under paragraph 2 of this clause, and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination but is to be employed under the contract shall be classified in conformance with the wage determination.

2.1. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

2.1.1. The work to be performed by the classification requested is not performed by a classification in the wage determination.

2.1.2. The classification is utilized in the area by the construction industry.

2.1.3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

2.1.4. With respect to helpers, such a classification prevails in the area in which the work is performed.

2.2. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

2.3. In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

2.4. The wage rate, including fringe benefits, where appropriate, determined pursuant to subparagraphs 2.2 and 2.3 of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

ACNH-0037-E PAYROLL AND BASIC RECORDS

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, their correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph 4 of clause ACNH-0036-E COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all the information required to be maintained under paragraph 1 of this clause, except that full social security numbers and home addresses shall not be included

on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

2.1. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

2.2. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or their agent who pays or supervises the payment of the persons employed under the contract and shall certify:

2.2.1. That the payroll for the payroll period contains the information required to be maintained under paragraph 1 of this clause and that such information is correct and complete;

2.2.2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

2.2.3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

2.3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

"Statement of Compliance" required by subparagraph 2.2 of this clause.

2.4. The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

3. The Contractor or subcontractor shall make the records required under paragraph 1 of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

ACNH-0038-E APPRENTICES AND TRAINEES

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall

be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan

approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended.

ACNH-0039-E COMPLIANCE WITH COPELAND ACT REQUIREMENTS

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

ACNH-0041 CERTIFICATION OF ELIGIBILITY

1. By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contracts, currently maintained on the System for Award Management Web site (http://www.SAM.gov) or by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

ACNH-0042 PROHIBITION OF SEGREGATED FACILITIES

1. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of

race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

2. The Contractor agrees that it does not, and will not, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

ACNH-0043-E AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION

1. Definitions, as used in this clause:

1.1. Covered Area- the geographical area described in the solicitation for this contract.

1.2. Gender Identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, which can be found at the following web address: https://www.dol.gov/agencies/ofccp/faqs/lgbt

1.3. Minority- includes

1.3.1. American Indian or Alaskan Native- all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification;

1.3.2. Asian and Pacific Islander- all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands;

1.3.3. Black- all persons having origins in any of the black African racial groups not of Hispanic origin; and

1.3.4. Hispanic or Latin(non-hispanic)- all persons of Mexican, Puerto Rican, Brazilian, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.

1.4. Sexual Orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, which can be found at the following web address: https://www.dol.gov/agencies/ofccp/faqs/lgbt

2. If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

3. If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area, including goals, shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

4. The Contractor shall implement the affirmative action procedures paragraph 7 of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

5. Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

6. In order for the nonworking training hours of apprentices and trainees to be counted toward meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

7.1. Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

7.2. Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

7.3. Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

7.4. Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

7.5. Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under paragraph 7.2 of this clause.

7.6. Disseminate the Contractor's equal employment policy by:

7.6.1. Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

7.6.2. Including the policy in any policy manual and in collective bargaining agreements;

7.6.3. Publicizing the policy in the company newspaper, annual report, etc.;

7.6.4. Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

7.6.5. Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

7.7. Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

7.8. Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

7.9. Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

7.10. Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

7.11. Validate all tests and other selection requirements where required under 41 CFR 60-3.

7.12. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotion opportunities. Encourage these employees to seek or prepare for, through appropriate training, etc., opportunities for promotion.

7.13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect. Continually monitor all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

7.14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

7.15. Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

7.16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

8. The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in paragraph 7 of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the Contractor is a member and participant may be asserted as fulfilling one or more of its obligations under paragraph 7 of this clause, provided the Contractor:

8.1. Actively participates in the group;

8.2. Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

8.3. Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

8.4. Makes a good-faith effort to meet its individual goals and timetables; and

8.5. Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women has been established and is available at https://www.dol.gov/agencies/ofccp/construction. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

10. The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

12. The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under this clause, shall implement affirmative action procedures at least as extensive as those prescribed in paragraph 7 of this clause, to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to:

14.1. Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

14.2. Submit reports as may be required by the Government; and

14.3. Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

15. Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ACNH-0044-E PATENT INDEMNITY - CONSTRUCTION CONTRACTS

Except as otherwise provided, the Contractor agrees to indemnify the NAFI and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C.181) arising out of performing this contract or out of the use or disposal by or for the account of the NAFI of supplies furnished or work performed under this contract.

ACNH-0047 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER

1. Method of payment. All payments by the MR or MCCS under this contract shall be made by Electronic Funds Transfer (EFT), except as provided in paragraph 2 of this clause.

2. Exceptions to the EFT are as follows:

2.1. Contracts awarded to companies located in OCONUS.

2.2. Contracts denominated or paid in other than US currency.

2.3. Classified contracts when such payments would compromise national security.

2.4. Contracts executed by deployed Contracting Officers in the course of military operations.

2.5. Contracts executed by any Contracting Officer in the course of emergency operations, e.g., responses to natural disaster or national or civil emergencies.

3. Waiver. The servicing accounting office may waive payment by EFT under the following situations:

3.1. Sole Proprietorship Contractors. Sole Proprietorship Contractors may elect, in writing, to be designated as individuals and paid by check. Waiver will be granted to all such Contractors.

3.2. Infrequently used Contractors. The servicing accounting office will make a determination, at its own discretion, whether or not to use EFT to pay infrequently used Contractors. Generally, this will apply only to those Contractors paid no more than once a year.

3.3. Advance checks for Entertainers. Entertainers may be paid by check when the servicing accounting office determines this to be the most appropriate method of payment.

4. Mandatory submission of Contractor's EFT information.

4.1. The Contractor is required to provide the payment office with the following information required to make payment by EFT.

4.1.1. Name and address of the Contractor

4.1.2. Nine-digit Routing Transit Number of the Contractor's financial agent

4.1.3. Contractor's account number, title of account, and the type of account (checking or savings)

4.2. Any changes to the Contractor's original information, to include the closure of account, must be provided to the payment office at least 30 days prior to the effective date of payment.

5. Mechanisms for EFT payment. The MR or MCCS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association.

6. Suspension of payment.

6.1. The MR or MCCS 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.

6.2. If the EFT information changes, the MR or MCCS shall begin using the new information no later than 30 days after receipt by the designated office. However, the Contractor may request that no further payments be made until the payment office implements the updated EFT information. 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.

7. Liability for uncompleted or erroneous transfers.

7.1. If an uncompleted or erroneous transfer occurs because the MR or MCCS used the Contractor's EFT information incorrectly, the MR or MCCS remains responsible for-

7.1.1. Making a correct payment;

7.1.2. Paying any prompt payment penalty due; and

7.1.3. Recovering any erroneously directed funds.

7.2. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, and-

7.2.1. If the funds are no longer under the control of the payment office, the MR or MCCS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

7.2.2. If the funds remain under the control of the payment office, the MR or MCCS shall not make payment and the provisions of paragraph f. shall apply.

8. 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 the date specified for settlement of the payment is on or before the prompt payment due date.

9. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment clause 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 d. 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.

10. Liability for change of EFT information by financial agent. The MR or MCCS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

ACNH-0050-E MATERIAL AND WORKMANSHIP

1. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, articles, or processes that, in the judgment of the Contracting Officer, are equal to that named in the specifications, unless otherwise specifically provided in this contract.

2. The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles that the Contractor contemplates incorporating in the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

ACNH-0051-E SUPERINTENDENCE BY THE CONTRACTOR

At all times during the performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority on behalf of the Contractor.

ACNH-0052 OTHER CONTRACTS

The NAFI may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and the NAFI. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor, MR, MCCS, or Government employees.

ACNH-0053-E PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

1. The Contractor shall preserve and protect, to the maximum extent practicable, all structures, equipment, and vegetation (such as trees, shrubs, and grass) which are on or adjacent to the work site but are not part of work required under this contract. The Contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

2. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

ACNH-0054 OPERATIONS AND STORAGE AREAS

1. The Contractor shall confine all operations, including storage of materials, on NAFI, or Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, the NAFI, its officers, employees, and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

2. Temporary buildings such as storage sheds, shops, and offices as well as utilities, may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the NAFI. Said temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at the Contractor's expense upon completion of the work. With the written consent of the

Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

3. The Contractor shall use only established roadways, or use temporary roadways constructed by the Contractor when authorized, and under such regulations as prescribed, by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

ACNH-0056-E USE AND POSSESSION PRIOR TO COMPLETION

1. The NAFI or the Government shall have the right to take possession of any completed or partially completed work. Before taking possession of or using any work, the Contracting Officer shall furnish to the Contractor a list of work items remaining to be performed or corrected on these portions of the work that the NAFI or the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The NAFI's or the Government's possession or use shall not be deemed an acceptance of any work under the contract.

2. While the NAFI or the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the NAFI's or the Government's possession or use, notwithstanding the terms of the clause ACNI-0014 PERMITS AND LICENSES. If prior possession or use by the NAFI or the Government delays the progress of the work or causes additional expense to the Contractor, the Contractor may request an equitable adjustment with sufficient notification. Unless this period is extended by the NAFI, any claim by Contractor for adjustment under this clause must be asserted no later than 30 days from the identified delay.

ACNH-0057-E CLEANING UP

The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials at all times. Before completing the work, the Contractor shall remove from the premises any waste material, litter, tools, scaffolding, equipment, and materials that are not the property of the NAFI or the Government. Upon completing the work, the Contractor shall leave the work area in a clean and orderly condition satisfactory to the Contracting Officer.

ACNH-0058 AVAILABILITY AND TEMPORARY USE OF UTILITY SERVICES

1. The NAFI shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid by the Contractor at prevailing rates charged to the NAFI or, where the Government, MR, or MCCS produces the utility, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

2. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.

3. Before final acceptance of the work by the NAFI, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

ACNH-0060-E LAYOUT OF WORK

The Contractor shall lay out its work from established base lines and benchmarks indicated on the drawings furnished by the NAFI and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the NAFI may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

ACNH-0062 BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, either by certified mail or an electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government, MR, or MCCS contract numbers and contracting offices for all Government, MR, or MCCS contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

ACNH-0063 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

1. Definitions as used in this clause:

1.1. Commercial item-

1.1.1. Any item, other than real property, that is of a type customarily used by the public or by non-governmental entities for purposes other than governmental purposes, and-

1.1.1.1. Has been sold, leased, or licensed to the public.

1.1.1.2. Has been offered for sale, lease, or license to the public.

1.1.2. Any item that evolved from an item described in paragraph 1 of this definition through advances in technology or performance and that is not yet available in the commercial marketplace but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government/NAFI solicitation.

1.1.3. Any item that would satisfy a criterion expressed in paragraphs 1.1.1 or 1.1.2 of this definition, but for:

1.1.3.1. Modifications of a type customarily available in the commercial marketplace, or -

1.1.3.2. Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. The definition of "minor modifications" is: modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, nor change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts but are not conclusive evidence that a modification is minor.

1.1.4. Any combination of items meeting the requirements of paragraphs 1.1.1, 1.1.2, 1.1.3, or 1.1.5 of this definition that are of a type customarily combined and sold in combination to the public.

1.1.5. Installation services, maintenance services, repair services, training services, and other services if:

1.1.5.1. Such services are procured for support of an item referred to in paragraph 1, 2, 3, or 4 of this definition, regardless of whether such services are provided by the same source or at the same time as the item.

1.1.5.2. The source of such services provides similar services contemporaneously to the public under terms and conditions similar to those offered to the Federal Government.

1.1.6. Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services:

1.1.6.1. Catalog price- a price included in a list, schedule, or other form that is regularly maintained by the manufacturer or vendor, that is either published or otherwise available for inspection by customers and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the public.

1.1.6.2. Market prices- current prices that are established during ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

1.1.7. Any item, combination of items, or service referred to in paragraphs 1 through 6 of this definition, notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor.

1.1.8. A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local governments.

1.2. Subcontract- includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

2. To the maximum extent practicable the Contractor shall incorporate and shall require its subcontractors at all tiers to incorporate, commercial items as components of items to be supplied under this contract.

3. The Contractor shall insert the following clauses in subcontracts for commercial items:

3.1. ACNH-0042 PROHIBITION OF SEGREGATED FACILITIES;

3.2. ACNI-0029 EQUAL OPPORTUNITY;

3.3. ACNI-0030 EQUAL OPPORTUNITY FOR VETERANS;

3.4. ACNI-0031 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES;

3.5. ACNI-0038 VETS-4212 FEDERAL CONTRACTOR REPORTING;

3.6. ACNH-0096 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT;

3.7. ACNI-0082 COMBATING TRAFFICKING IN PERSONS; and

3.8. ACNH-0002 INCREASING THE MINIMUM WAGE FOR FEDERAL CONTRACTORS.

4. The Contractor shall include the terms of this clause, including this paragraph 4, in subcontracts awarded under this contract.

ACNH-0064 PROHIBITION OF ASIGNMENT OF CLAIMS

The assignment of claims may only be authorized by the Contracting Officer in accordance with the Assignment of Claims Act of 1940 "(31 U.S.C. 3727, 41 U.S.C.6305)".

ACNH-0066 PROTEST AFTER AWARD

1. Upon receipt of a notice of protest (as defined in MCO 7010.20) or a determination that a protest is likely, the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stop-page. Upon receipt of the final decision in the protest, the Contracting Officer shall either:

1.1. Cancel the stop-work order.

1.2. Terminate the work covered by the order as provided in the Termination clause of this contract.

2. If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, contract price, or both, and the contract shall be modified in writing, accordingly if:

2.1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract.

2.2. The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

3. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

4. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

5. The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

6. If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or mis certification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

ACNH-0070 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS

1. The Contractor agrees to comply with the clauses in this paragraph 1, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items by NAFIs:

1.1. Prohibition of Segregated Facilities.

1.2. Equal Opportunity (E.O.11246).

1.3. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

1.4. Affirmative Action for Workers with Disabilities (29 U.S.C.793).

1.5. Buy American Act-Balance of Payments Program-Supplies (41 U.S.C.10a-d).

1.6. Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program.

1.7. Alternate I of above.

1.8. Alternate II of above.

1.9. Trade Agreements Act.

1.10. Restriction on Certain Foreign Purchases.

1.11. Mandatory Information on Electronic Funds Transfer.

2. The Contractor agrees to comply with the clauses in this paragraph 2, applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items by NAFIs, or components:

2.1. Service Contract Labor Standards (previously known as Service Contract Act) (41 U.S.C.351);

2.2. Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351); and

2.3. Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (29 U.S.C.206 and 41 U.S.C.351).

ACNH-0075-E ARCHEOLOGICAL FINDINGS DURING CONSTRUCTION

The Contractor shall suspend operations at the site of discovery and continue operations in other areas should any skeletons, artifacts, or other archaeological remains be uncovered in connection with performance under this contract. The Contractor shall notify the Contracting Officer's Representative and the Contracting Officer immediately of the finding. Included with the notification shall be a brief statement to the Contracting Officer of the location and the findings.

ACNH-0077-E RIGHTS IN DATA – CONSTRUCTION

1. Definitions. As used in this clause:

1.1. Data- recorded information, regardless of the form or medium on which it may be recorded. The term includes both technical data and computer software. The term includes, but is not limited to, all drawings, including shop drawings, designs, specifications, notes, reports, and other works developed in the performance of this contract. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.2. Unlimited rights- the rights of the NAFI to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do so, without compensation or approval on the part of the Contractor.

1.3. Drawings, including construction, issue for construction (IFC), and shop drawings- drawings for construction, submitted by the Construction Contractor, showing in detail:

1.3.1. The proposed fabrication and assembly of structural elements; and

1.3.2. The installation (i.e., form, fit, and attachment details) of materials or equipment. The NAFI may obtain, duplicate, use, and disclose in any manner and for any purpose shop drawings developed and used in the performance of this contract.

2. Allocation of Rights.

2.1. The NAFI shall have:

2.1.1. Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph 3 of this clause for copyright.

2.1.2. The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph 3.1 of this clause.

2.1.3. The right to limit the release and use of certain data in accordance with paragraph 3 of this clause.

2.2. The Contractor shall have, to the extent permission is granted in accordance with paragraph 2.1 of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

3. Copyright.

3.1. Data First Produced in the Performance of this Contract.

3.1.1. The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer.

3.1.2. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of NAFI sponsorship (including contract number) to the data when delivered to the NAFI, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

3.1.3. The Contractor grants to the NAFI, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the NAFI.

3.1.4. If the NAFI desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph 3.1.1 of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the NAFI or its designated assignee.

3.2. Data Not First produced in the Performance of this Contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the NAFI, or acquires on its behalf, a license of the same scope as set forth in paragraph 2 of this clause.

4. Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

5. This clause shall be included in all subcontracts hereunder at any tier.

ACNH-0078-E SPECIFICATIONS, DRAWINGS, OR DESIGN DISCREPANCIES

1. The Contractor is responsible for the professional quality, technical accuracy, and the coordination for all design, drawings, and specifications furnished by the Contractor under this contract. In the event design discrepancies or omissions become apparent during construction, the Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, and specifications and shall furnish the necessary drawings,

specifications, and other support data as required to resolve the condition to the satisfaction of the Contracting Officer prior to initiation of work to correct such discrepancies or deficiencies.

2. The Contractor shall keep a copy of the drawings and specifications on the work site, and the Contracting Officer, Contracting Officer's Representative (COR) and other Government representatives shall have access at all times thereto. Anything mentioned in the specifications not shown on the drawings, or shown on the drawings, and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish such detailed drawings and other information as considered necessary, unless otherwise provided.

2.1. Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

2.2. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

3. Neither the NAFI's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract, and the Contractor shall be and remain liable to the NAFI in accordance with applicable law for all damages to the NAFI caused by the Contractor's negligent acts or omissions in connection with designs, drawings, and specifications furnished under this contract or to performance in accordance therewith.

4. This clause shall be included in all subcontracts at any tier.

ACNH-0084 SUBCONTRACTS FOR COMMERCIAL ITEMS

1. Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and-

1.1. Has been sold, leased, or licensed to the general public; or

1.2. Has been offered for sale, lease, or license to the general public.;

2. Any item that evolved from an item described in paragraph 1 of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government/NAFI solicitation.

3. Any item that would satisfy a criterion expressed in paragraphs 1 or 2 of this definition, but for:

3.1. Modifications of a type customarily available in the commercial marketplace, or

3.2. Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. Minor modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor.

4. Any combination of items meeting the requirements of paragraphs 1, 2, 3, or 5 of this definition that are of a type customarily combined and sold in combination to the general public.

5. Installation services, maintenance services, repair services, training services, and other services if:

5.1. Such services are procured for support of an item referred to in paragraph 1, 2, 3, or 4 of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

5.2. The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government.

6. Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services:

6.1. "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

6.2. "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

7. Any item, combination of items, or service referred to in paragraphs 1 through 6 of this definition, notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor; or

8. A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local governments.

8.1. "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

8.2. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

9. The Contractor shall insert the following clauses in subcontracts for commercial items:

9.1. Prohibition of Segregated Facilities.

9.2. Equal Opportunity (E.O. 11246).

9.3. Equal Opportunity for Veterans (38 U.S.C. 4212(a)).

9.4. Equal Opportunity for Workers with Disabilities (29 U.S.C. 793).

9.5. Employment Reports on Veterans (38 U.S.C. 4212).

9.6. Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496).

9.7. Combating Trafficking in Persons (22 U.S.C. chapter 78 and E.O. 13627).

9.8. Minimum Wages under Executive Order 13658.

10. While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. The Contractor shall include the terms of this clause, including this paragraph 10, in subcontracts awarded under this contract.

ACNH-0085 EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless the Contracting Officer has authorized such extras, and the price is in writing.

ACNH-0086 NAFI PROPERTY

1. The NAFI has no obligation to provide any property other than that specified in this contract. Any government equipment made available to the Contractor for optional use provided in local facilities will be identified in a local memorandum, inventoried, and agreed upon between the local Contracting Officer's Representative (COR) and the Contractor. No warranties are expressed or implied as to the suitability of either the Government facilities or any existing equipment.

2. The Contractor shall sign a receipt for any property furnished by the NAFI and upon expiration of this contract shall return such property to the NAFI in the same condition as when received, except for fair wear and tear.

3. Such property will be supplied to the Contractor in a condition suitable for the intended use and in a timely manner.

4. If property is received in a less than functional state or in a time frame which would delay Contractor's performance, the Contractor shall, upon receipt of property, notify the Contracting Officer, detailing the facts, and as directed by the Contracting Officer and at NAFI expense, either repair, modify, return, or otherwise dispose of the property. In the case of an untimely delivery by the NAFI, the Contracting Officer shall make a determination of the delay, if any, caused by the NAFI, and the Contracting Officer shall make an equitable adjustment in accordance with paragraph 4.

5. The Contracting Officer may, when appropriate and upon written notification from the Contractor of any such discrepancies, make an equitable adjustment from such expenses incurred by the Contractor. The right to any equitable adjustment shall be the Contractor's exclusive remedy. The NAFI shall not be liable for breach of contract for:

5.1. Any delay in delivery of NAFI furnished property;

5.2. Delivery of NAFI furnished property in a condition not suitable for its intended use,

5.3. A decrease in or substitution of NAFI furnished property; or

5.4. Failure to repair or replace NAFI property for which the NAFI is responsible.

6. After completion of the contract, if any such NAFI property is lost, damaged or destroyed by the Contractor, Contractor shall pay the NAFI the cost of repairs for damages or the fair market value of the property as determined by the Contracting Officer.

7. Final accounting and return of NAFI property. Upon contract expiration or termination, or at such earlier dates as may be fixed by the local COR, the Contractor shall submit, in a form acceptable to the local COR, inventory schedules and maintenance records covering all items of NAFI property.

ACNH-0087-E DESIGN FOR THE PHYSICALLY HANDICAPPED

Unless specifically stated otherwise in the Statement of Work (SOW), all facilities shall be designed to be accessible to and usable by handicapped persons in accordance with the Americans with Disabilities Act (ADA) (28 CFR 35.130 et seq.), ADA Accessibility Guidelines (ADAAG), Architectural Barriers Act (ABA), the Uniform Federal Accessibility Standards (UFAS), and Department of Defense regulations implementing the same.

ACNH-0090-E AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS

1. In the performance of this contract, the Contractor shall make maximum use of bio-based products that are United States Department of Agriculture (USDA)- designated items unless:

1.1. The product cannot be acquired-

1.1.1. Competitively within a time frame providing for compliance with the contract performance schedule;

1.1.2. Meeting contract performance requirements; or

1.1.3. At a reasonable price.

1.2. The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)).

2. Information about this requirement and these products is available at http://www.biopreferred.gov.

3. In the performance of this contract, the Contractor shall:

3.1. Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated bio-based products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

3.2. Submit this report not later than:

3.2.1. October 31 of each year during contract performance; and

3.2.2. At the end of contract performance.

ACNH-0092 ANTI-KICKBACK PROCEDURES

1. Definitions, as used in this clause:

1.1. Kickback- any money, fee, commission, credit, gift, gratuity, item of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with any type of contract: either with a prime contract or a subcontract relating to a prime contract.

1.2. Person- a corporation, partnership, business association, trust, joint-stock company, or individual.

1.3. Prime contract- a contract or contractual action entered by the NAFI for the purpose of obtaining supplies, materials, equipment, or services of any kind.

1.4. Prime Contractor- a person who has entered a prime contract with the NAFI.

1.5. Prime Contractor employee- any officer, partner, employee, or agent of a prime Contractor.

1.6. Subcontract- a contract or contractual action entered by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

1.7. Subcontractor-

1.7.1. Any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered in connection with such prime contract; and

1.7.2. Includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

1.8. Subcontractor employee- any officer, partner, employee, or agent of a subcontractor.

2. The 41 U.S.C. Chapter 87, Kickbacks, prohibits any person from:

2.1. Providing, attempting to provide, or offering to provide any kickback;

2.2. Soliciting, accepting, or attempting to accept any kickback; or

2.3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

3. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph 2 of this clause in its own operations and direct business relationships.

3.1. When the Contractor has reasonable grounds to believe that a violation described in paragraph 2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General of the United States.

3.2. The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph 2 of this clause.

3.3. The Contracting Officer may:

3.3.1. Offset the amount of the kickback against any monies owed by the United States under the prime contract; and/or

3.3.2. Direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback.

3.4. The Contracting Officer may order that monies withheld under para 3.3.2. of this clause be paid over to the NAFI unless the NAFI has already offset those monies under para 3.3.1. of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

3.5. The Contractor shall incorporate the substance of this clause, including this paragraph 3.5., in all subcontracts under this contract that exceed $150,000.

ACNH-0095 WASTE REDUCTION PROGRAM

1. Definitions. As used in this clause - Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials

in the manufacture of products other than fuel for producing heat or power by combustion. Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

2. The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq) and implementing regulations (40 CFR part 247).

ACNH-0096 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

1. During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

1.1. Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

1.2. If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in 2.3 of this clause, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

2. This required employee notice, printed by the Department of Labor, may be:

2.1. Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor- Management Standards or Office of Federal Contract Compliance Programs;

2.2. Provided by the Federal contracting agency if requested;

2.3. Downloaded from the Office of Labor-Management http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

2.4. Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

3. The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

4. The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

5. In the event that the Contractor does not comply with the requirements set forth in paragraphs 1. through 2. of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

6. Subcontracts.

6.1. The Contractor shall include the substance of this clause, including this paragraph 6, in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

6.2. The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

6.3. The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

6.4. However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

ACNH-0097-E ACCIDENT PREVENTION - CONSTRUCTION

1. Contractor shall provide and maintain work environments and procedures that will safeguard both the public and Government personnel, property, materials, supplies, and equipment exposed to operations and activities; avoid interruptions of Government operations and delays in project completion dates; and control costs in performance of this contract. For these purposes, Contractor shall:

1.1. Provide appropriate safety barricades, signs, and signal lights while performing work, including construction or renovation.

1.2. Comply with all pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 in effect at the time of contract award.

2. If Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, followed by written confirmation, to request immediate corrective action. This notice, when delivered to the Contractor, or to the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustments of the contract price or extension of the performance schedule on any stop work order issued under this clause.

3. Contractor shall insert this clause in its entirety in subcontracts.

ACNH-0100 BUY AMERICAN ACT - SUPPLIES

1. The contractor shall comply with the requirements of 41 USC Chapter 83 and Executive Order 13811, "Maximizing Use of American-Made Goods, Products, and Materials," which are incorporated by reference in this contract/order. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for an end product that is a commercially available off-the-shelf (COTS) item. To maximize efficiencies, MCCS has administratively adopted and incorporated herein all available exclusions and exceptions provided by the Federal Acquisition Regulation and/or Department of Defense Supplement for the procurement of COTS items.

2. The Contractor should deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

3. The definitions provided at 48 CFR § 252.225-7001 - Buy American and Balance of Payments Program, are administratively incorporated into this contract/order.

ACNH-0101 TRADE AGREEMENT ACT

The Contractor shall comply with the requirements of 19 USC 2501, 19 USC 2703 (b), and dollar thresholds set forth in 48 CFR § 25.402(b), which are incorporated by reference in this contract.

ACNH-0102 ITEM SUBSTITUTION AND VARIATION IN QUANTITY

No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Contracting Officer.

ACNH-0128 UNLIMITED RIGHTS IN DATA

1. Definitions, as used in this clause:

1.1. Data- information regardless of form or the medium on which it may be stored. The term includes, but is not limited to, technical data and computer software. The term does not include information incidental to contract administration (such as financial, administrative, cost or pricing, or management information).

1.2. Unlimited rights- the right of the NAFI to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and right to permit others to do the same.

2. Allocation of Rights. The NAFI shall have unlimited rights in, and Contractor hereby assigns to the NAFI or shall obtain such assignment from its representatives, the entire right, title, and interest (including all rights under copyright) for all data delivered under this contract, in all data first produced in the performance of this contract.

3. Release and Use Restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, information provided the Contractor by the NAFI for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, or authorize others to do so, without written permission of the Contracting Officer.

ACNH-0134-A WARRANTY - SERVICES 90-DAY

Services shall be provided according to the specifications and requirements as defined in this contract. The Contractor will perform the tasks identified in Section C of this contract in a professional manner. The Contractor shall have personnel and equipment, which fulfill the requirements of this contract, on board and fully operational within 60 days from notice to proceed. The Contractor shall have the capability and means and shall perform the official services specified in this contract within 30 days in the case of a contingency and/or emergency. The notice to proceed and contract starting requirements do not alter other contract provisions. Unless otherwise specified herein, Contractor warrants that upon completion and for a period of 90 days following completion of the services provided by it hereunder ("Warranty Period"), such services will have been performed in a good and workmanlike manner in accordance with applicable professional standards. Contractor's obligation under this warranty is to use its best efforts to correct, at its expense, any failure of its services to conform to the foregoing warranty if it is notified of such failure in writing within the Warranty Period. If requested by MCCS to investigate a suspected problem, Contractor will advise MCCS whether in

Contractor's opinion the problem is covered by the Warranty. If Contractor determines it is not covered by warranty and MCCS agrees and still desires corrective action, a fixed price task order will be negotiated for the correction. Failure of parties to agree will be a dispute handled under the disputes clause.

ACNH-0134-B WARRANTY - SERVICES ONE-YEAR

1. The Contractor shall perform the services described in this contract in a professional manner according to the highest industry standards.

2. Contractor warrants that upon and for a period of one (1) year following completion of the services provided by it hereunder ("Warranty Period"), such services shall have been performed in a good and workmanlike manner in accordance with applicable professional standards. Contractor's obligation under this warranty is to use its best efforts to correct, at its expense, any failure of its services to conform to the foregoing warranty if it is notified of such failure in writing within the Warranty Period. If requested by the NAFI to investigate a suspected problem, Contractor shall advise the NAFI whether, in Contractor's opinion, the problem is covered by the warranty. If Contractor determines it is not covered by warranty, and the NAFI agrees and still desires corrective action, a fixed-price delivery order will be negotiated for the correction. Failure of parties to agree will be a dispute handled under the disputes clause.

ACNH-0134-C BLANKET PURCHASE AGREEMENT WARRANTIES

The Vendor warrants that the items delivered under this blanket purchase agreement (BPA) are new, merchantable, and fit for use for the particular purpose described in this BPA. Additionally, the goods furnished under this BPA are covered by the most favorable warranties the Vendor gives to any customer for such goods.

ACNH-0134-E WARRANTY OF CONSTRUCTION

1. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 10 of this clause: work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

2. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the NAFI or Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date of possession.

3. The Contractor shall remedy, at the Contractor's expense, any damage to NAFI or Government owned or controlled real or personal property when that damage is the result of:

3.1. The Contractor's failure to conform to contract requirements; or

3.2. Any defect of equipment, material, workmanship, or design furnished.

4. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

5. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

6. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the NAFI shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

7. With respect to all warranties, whether express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

7.1. Obtain all warranties that would be given in normal commercial practice;

7.2. Require all warranties to be executed, in writing, for the benefit of the NAFI if directed by the Contracting Officer; and

7.3. Enforce all warranties for the benefit of the NAFI, if directed by the Contracting Officer.

8. This Warranty of Construction clause shall survive termination of this contract, and remain enforceable against the Contractor, and Contractor shall remain financially liable to the NAFI, in the event the Contractor fails to honor its one (1) year warranty or fails to execute commercial warranties to the NAFI's benefit.

9. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the NAFI nor for the repair of any damage that results from any defects, gross mistakes, or fraud.

10. This warranty shall not limit the NAFI's rights under this contract with respect to latent defects, gross mistakes, or fraud.

Section I Clauses

ACNI-0001 DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set out below:

1. "MR" refers to Business and Support Services Division, Headquarters, United States Marine Corps. "MCCS" refers to Marine Corps Community Services activities. "MCX" refers to the Marine Corps Exchange. MR, MCCS, and MCX are Non-Appropriated Fund Instrumentalities (NAFI).

2. "NAFI" refers to an instrumentality of the Federal Government established to generate and administer nonappropriated-funds for programs and services, including resale activities through MCX, contributing to the mental and physical well-being of Department of Defense personnel and their dependents. A NAFI is not incorporated under the laws of any State and enjoys the privileges and immunities of the Federal Government.

3. "Contract" identifies this contract or any modification thereto.

4. "Contracting Officer" means a person authorized in writing to execute and administer the contract on behalf of MR, MCCS, or MCX. It includes said Contracting Officer's successor or successors. Only the Contracting Officer may waive or change contract terms; impose additional contract requirements; issue cure; show cause, or termination notices; or render final decisions according to contract terms. MR, MCCS, MCX, and other government officials who are, by virtue of their positions, concerned with the administration and operation of this contract may take certain administrative actions on behalf of the Contracting Officer. These representative officials may conduct inspections, process and collect contract payments, make administrative decisions, and perform other duties of an administrative nature. All questions concerning the authority of these representative officials should be referred to the Contracting Officer.

5. "Contractor" means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work thereunder, to include that of any subcontractor.

6. The term "Contracting Officer's Representative" (COR) means a person appointed in writing by a Contracting Officer to monitor performance and act as a liaison between the contractor and the Contracting Officer.

ACNI-0002 LEGAL STATUS

MR, MCCS, MCX, and MCHS are integral entities of the United States Marine Corps operating as NAFIs. NAFI contracts are United States contracts; however, they do not obligate appropriated funds of the United States except for a judgment or compromise settlement in suits brought under provisions of the Contract Disputes Act (41 USC Chapter 71), in which event the NAFI will reimburse the United States Government (31 USC §1304(c)). NAFI procurement is governed by Department of Defense Instruction (DODI) 4105.67 available at https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/410567p.pdf?ver=2019-03-22-095354-913 and Marine Corps Order 7010.20A available at https://www.marines.mil/News/Publications/MCPEL/Electronic-Library-Display/Article/900392/mco-701020a/. In accordance with DoDI 4105.67, no appropriated funds of the United States will be obligated, due, or payable under this contract. (NOTE: The Federal Acquisition Regulation (FAR) published pursuant to the Office of Federal Procurement Policy Act of 1974, as amended, applies to procurements with appropriated funds. It does not apply to NAFI procurement except for those provisions of the FAR that have been administratively adopted by the NAFI or incorporated by reference in the contract.)

ACNI-0003 EXAMINATION OF RECORDS

1. This clause is applicable if the amount of this contract exceeds the simplified acquisition threshold, and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer or their duly authorized representative shall, upon providing reasonable notice, have the right to examine and audit the records of the Contractor directly pertaining to the contract during the period of the contract and until the expiration of three (3) years after final payment under the contract. This clause does not require Contractor to create or maintain any record that the Contractor does not maintain in its ordinary course of business.

2. The Contractor agrees to include the paragraph 1 above in all subcontracts that exceed the simplified acquisition threshold when used in performance of this contract.

ACNI-0004 OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ACNI-0005 GRATUITIES

1. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing by the Contracting Officer, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

2. In the event this contract is terminated as provided in paragraph 1 above, the NAFI shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor and, as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount determined by the Contracting Officer, which shall not be less than three (3) nor more than 10 times the cost incurred by the Contractor or by the organization to which the Contractor is affiliated that engaged in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ACNI-0006 ORAL REPRESENTATIONS

This written contract includes the entire agreement between the parties. The NAFI will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Nor will the NAFI be bound by any terms on Contractor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Contracting Officer.

ACNI-0007 CHANGES

1. The Contracting Officer may, at any time, without notice to the sureties, if any, in writing, make changes in the work within the general scope of the contract, including changes:

1.1. In the specifications (including drawings and designs);

1.2. Time or place of delivery;

1.3. In the method or manner of performance of the work;

1.4. In the NAFI-furnished property or services, including facilities, equipment, materials, or site;

1.5. Accelerating or decelerating the performance of work.

2. Any other written or oral order, which includes direction, instruction, interpretation, or determination, from the Contracting Officer that causes a change shall be treated as a change order under this clause, provided the Contractor gives the Contracting Officer written notice within 20 days stating:

2.1. The date, circumstances, and source of the order; and

2.2. The Contractor's explanation of their interpretation of the change (e.g., what changed).

3. All change orders shall be designated as such by the terms in either paragraph 1 or 2 above. Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment. No NAFI official or representative outside of the Contracting Officer may make changes to this contract. Claims for constructive changes to the contract will not be considered except for contracts subject to the Contract Disputes Act.

4. Unless this period is extended by the NAFI, the Contractor must assert its right to an adjustment under this clause within 30 days after receipt of a written change order under paragraph 1 of this clause or after the furnishing of a written notice under paragraph 2 of this clause. The Contractor shall assert its right by submitting to the Contracting Officer a written statement describing the general nature and proposed equitable adjustment. The proposal for adjustment may be included in the

notice under paragraph of this clause and need not be submitted separately, provided the deadline for the notice is met.

5. If, in the Contracting Officer's estimation, any change order under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contracting Officer shall make an equitable adjustment and complete a bilateral modification of the contract. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph 2 of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the NAFI is responsible, the equitable adjustment will include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

6. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

ACNI-0007-A CHANGES - AGREEMENTS

1. The Contracting Officer may at any time, by a written order, make changes within the general scope of the contract, in any one or more of the following:

1.1. Specifications (including drawings and designs);

1.2. Time or place of delivery;

1.3. Method or manner of performance of the work;

1.4. NAFI-furnished facilities, equipment, materials, services, or site; or

1.5. Accelerating the performance of work.

2. If any such change causes an increase or decrease in the cost of performing this contract, the Contracting Officer will make an equitable adjustment in the contract price and the contract will be modified in writing accordingly. Any claim by Contractor for adjustment under this clause must be asserted no later than 30 days from the date of receipt by the Contractor of the notification of change.

3. Claims for constructive changes to the contract will not be considered, except for contracts subject to the Contract Disputes Act.

ACNI-0007-B CHANGES - BILATERAL

The Contracting Officer may make administrative changes to this agreement unilaterally. All other changes shall be bilateral and require the signatures of both the Contractor and the Contracting Officer.

ACNI-0008 REPRESENTATIONS, ENDORSEMENT, AND ADVERTISING

1. The Contractor shall not represent itself to be an agent or representative of the NAFI or any other agency or instrumentality of the U.S. Government.

2. Neither the Contractor nor its agent's nor advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, or other media, shall state, infer, imply or represent in any manner that the Contractor's items or services, whether or not purchased, sold, or performed under this contract, are approved or endorsed by the NAFI or any element of the U.S. Government. Any advertisement by the Contractor which refers to a military resale or other NAFI activity shall contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.

3. The Contractor shall not use USMC, MCCS, MCX or any other Government logos, seals, insignia, or other devices on any Contractor publications or advertisement without the express written permission of the Contracting Officer.

4. Contractor personnel shall also clearly identify themselves as Contractor employees in when conducting telephone conversations, and in formal and informal written correspondence.

ACNI-0009 SUBCONTRACTING

Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Contracting Officer. Contractor shall submit requests using SF1413. Any subcontractor used in connection with this contract is the agent of the Contractor and not the agent of the NAFI.

ACNI-0009-E SUBCONTRACTING - CONSTRUCTION

1. Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Contracting Officer. Any subcontractor used in connection with this contract is the agent of the Contractor and not the agent of the NAFI.

2. A certification of Non-Segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

ACNI-0010 PROTECTING THE NAFI'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT

1. The Government suspends or debars Contractors to protect the Government/NAFI's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (refer to www.sam.gov for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

3.1. The name of the subcontractor.

3.2. The Contractor's knowledge of the reasons for the subcontractor being (or proposed to be) on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

3.3. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion (or proposed inclusion) on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

3.4. The systems and procedures the Contractor has established to ensure that it is fully protecting the NAFI's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment clause.

ACNI-0011 ASSIGNMENT

Contractor shall not assign its rights or delegate its obligations under this contract without the prior written consent of the Contracting Officer.

ACNI-0012 REPRESENTATIVES

Contractor is fully responsible for the actions of all Contractor employees, agents, and representatives. Books and records of Contractor representatives are subject to examination and audit under the Examination of Records clause of the contract.

ACNI-0013 TAXES

1. Contractor assumes complete and sole liability for all federal, state, and local taxes applicable to the property, income, and transactions of the Contractor, in performance of this contract. The prices charged the NAFI under this contract will be deemed to include all applicable taxes. The prices charged will not include any amount for taxes which are not applicable:

1.1. By reason of status as a NAFI of the United States government;

1.2. By reason of NAFI immunity or exemption federal, state, or local taxation; or

1.3. Otherwise, such as items purchased for export.

2. It will be the sole responsibility of Contractor to demonstrate, to the reasonable satisfaction of the Contracting Officer, the applicability and amount of any taxes which are included in the prices charged to the NAFI. The Contracting Officer, upon request, will furnish additional documentation to support tax exemptions. The Contractor will not be reimbursed by the NAFI for any direct or indirect tax properly and legally imposed on the Contractor by reason of this contract or otherwise.

3. Sales Tax. Per 4 USC 105, where a state or local law imposes a sales tax on the Contractor's sale of items or services, the sales tax will be collected from the customer and paid directly by the Contractor to the appropriate tax collection agency.

ACNI-0014 PERMITS AND LICENSES

1. The Contractor shall, without additional expense to the NAFI, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, national, State, and municipal laws, codes, ordinances, and regulations applicable to the performance of the work. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and its employees rests with the Contractor

2. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work.

ACNI-0015 NON-WAIVER OF DEFAULTS

Failure by the NAFI to insist on the strict performance of any provision of this contract, to exercise any right or remedy or, to reject nonconforming services or supplies does not constitute a waiver of any breach or provision of this contract; the Contractor's obligation in respect to such future performance shall continue in full force and effect. Failure to insist on procurement terms and conditions does not waive, affect, or impair such terms and conditions or waive, affect, or impair the NAFI's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

ACNI-0016 INDEMNIFY AND HOLD HARMLESS

1. Contractor shall indemnify, hold harmless and defend NAFI and all other agencies and instrumentalities of the United States, their agents, representatives, employees, and customers from any and all suits, judgments, and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:

1.1. The alleged or established violation or infringement of any patent, license, copyright, or trademark rights asserted by any third party with regard to items or services provided by Contractor;

1.2. Loss, death, damage, or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by or resulted solely from the acts or omissions of the NAFI, its agents, representatives, or employees; or

1.3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractors, representatives, agents, or employees.

2. The Contracting Officer will give Contractor notice and an opportunity to defend.

ACNI-0017 CONTRACTOR LIABILITY

1. Except as set out specifically elsewhere in the contract, the Contractor shall be liable for costs to the NAFI and other agencies of the United States associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and reprocurement costs.

2. The Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control, and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In such case, the Contractor shall provide prompt written notice to the Contracting Officer. The Contracting Officer may accept late, partial or substituted performance, or may terminate the contract in whole or in part, effective immediately upon receipt of written notice by Contractor.

ACNI-0020 NON-EXCLUSIVE CONTRACT

Unless specified elsewhere, this contract does not establish Contractor as the sole supplier of goods or services to be provided under this contract. The NAFI reserves the right to make future awards for the same or similar services at its discretion.

ACNI-0021 COVENENT AGAINST CONTINGENT FEES

1. Definitions, as used in this clause:

1.1. Bona fide agency- an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain NAFI or Government contracts nor holds itself out as being able to obtain any NAFI or Government

1.2. Bona fide employee- a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain NAFI or Government contracts nor holds out as being able to obtain any NAFI or Government contract or contracts through improper influence.

1.3. Contingent fee- any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a NAFI or Government contract. "Improper influence," as used in this clause, means any influence that induces or tends to induce a NAFI/Government employee or officer to give consideration or to act regarding a NAFI or Government contract on any basis other than the merits of the matter.

2. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, bona fide established commercial, or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the NAFI, shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ACNI-0023 WITHHOLDING

The NAFI may withhold payment for:

1. Amounts due or creditable to the NAFI under this contract, e.g., returns, damages.

2. Amounts otherwise due or creditable to NAFI.

3. Any dispute will be processed under the Disputes clause of this contract unless it became due pursuant to another contract which included a Disputes clause.

4. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract subject to Construction Wage Rate Requirements Act (formerly known as Davis-Bacon Act) and/or Service Contract Labor Standards prevailing wage requirements so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the Contractor or any subcontractor the full amount of wages required by the contract or subcontract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ACNI-0025 TERMINATION

The rights and remedies provided the NAFI in this clause are in addition to any other rights and remedies provided by law or under other clauses in this contract.

1. Termination for Convenience. The NAFI may terminate performance of work under this contract, in whole or in part, if the Contracting Officer determines that a termination is in the NAFI's best interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

1.1. After receipt of a Notice of Termination, unless otherwise directed in writing by the Contracting Officer, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting any amounts due under this clause:

1.1.1. Stop work as specified in the notice.

1.1.2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities except as necessary to complete any continued portion of the contract.

1.1.3. Terminate all subcontracts to the extent they relate to the work terminated.

1.1.4. Assign to the NAFI, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the NAFI shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

1.1.5. With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

1.1.6. As directed by the Contracting Officer, transfer title and deliver to the NAFI:

1.1.6.1. Fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

1.1.6.2. Completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the NAFI.

1.1.7. Complete performance of the work not terminated.

1.1.8. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the NAFI has or may acquire an interest.

1.1.9. Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph 1.1.6 of this clause. The Contractor, however, is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

1.2. The Contractor shall submit complete termination inventory schedules no later than 60 days from the effective date of termination, unless extended in writing by the Contracting Officer. The Contractor may request an extension in writing within this 60-day period.

1.2.1. The Contractor shall submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer.

1.2.2. The Contractor may request the NAFI remove those listed items or the parties may enter into an agreement for their storage. Within 15 days of submission of the list, the NAFI will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify and correct list discrepancies upon removal of the items. If the items are stored in accordance with a storage agreement, the Contracting Officer will verify and correct the list within 45 days from the Contractor's submission of the list or correct the list, as necessary, before final settlement.

1.3. After termination, the Contractor shall submit a final termination settlement proposal in writing to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. Contracting Officers will consider final termination settlement proposals only when received within 90 days after notice of termination of any part of performance under the contract. If the Contractor fails to submit a final proposal in the form and manner prescribed by the Contracting Officer within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

1.4. Subject to paragraph 1.3 of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount may not exceed the total contract price as reduced by the amount of payments previously made and the contract price of work not terminated. The contract shall then be modified, and the Contractor paid the agreed amount. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall provide a determination in accordance with clause ACNI-0039 DISPUTES of this contract.

2. Mutual Termination. In circumstances where a contract has been established, the Contracting Officer may use this section to terminate a contract. Under these conditions the contract may be terminated by mutual agreement of the NAFI and the Contractor at any time by contract modification.

3. Termination for Default.

3.1. The NAFI may, subject to below paragraphs 3.4 and 3.5 of this clause, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

3.1.1. Deliver the supplies or to perform the services within the time specified in this contract or any extension;

3.1.2. Make progress, which endangers performance of this contract (but see paragraph 3.2 of this clause); or

3.1.3. Perform any of the other provisions of this contract (but see paragraph 3.2 of this clause).

3.2. The NAFI's right to terminate this contract under subdivisions 3.1 above of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the Notice of Default from the Contracting Officer specifying the failure.

3.3. If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the NAFI for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

3.4. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

3.5. If this contract is terminated for default, the NAFI may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any completed or partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

3.6. The NAFI shall pay contract price for completed supplies and services delivered and accepted. The Contractor and Contracting Officer shall negotiate the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to reach a negotiated agreement will be a dispute under clause ACNI-0039 DISPUTES and will be issued as a final decision by the Contracting Officer. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lienholders.

3.7. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the NAFI.

4. This contract may be terminated by acts of God, war or threat of war, national emergencies, and any other event(s) that is beyond the control of the parties to the agreement that would prevent the services from being performed. The contract may be terminated by mutual consent of the parties. The NAFI, by written notice, may terminate the contract in whole or in part for Contractor's failure to perform any of the provisions hereof. The NAFI, by 30 days written notice, may terminate the contract for any reason without cause given. Advance payments and/or deposits made to the Contractor must be refunded to the NAFI within 10 days after notice that the requirements for the Contractor's service have been canceled.

ACNI-0025-A TERMINATION - AGREEMENTS

1. This contract will be automatically terminated in the event of the discontinuance of the operations of MCCS without cost or liability to either party. In all other instances, to include but not limited to termination for convenience of the government, the provisions covering termination as set forth in the Terms and Conditions shall apply.

2. The MCCS may terminate this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. In the event the MCCS terminates performance of work under this contract in whole or in part for the convenience of the Government, the effective date of the termination shall be not less than 30 days from the date of the termination notice.

3. This contract may be terminated by acts of God, war or threat of war, national emergencies, and any other event(s) that is beyond the control of the parties to the agreement that would prevent the services from being performed. The contract may be terminated by mutual consent of the parties. MCCS, by written notice, may terminate the contract in whole or in part for Contractor's failure to perform any of the provisions hereof. MCCS, by thirty (30) days written notice, may terminate the contract for any reason without cause given. Advance payments and/or deposits made to the Contractor must be refunded to MCCS within ten (10) days after notice that the requirements for the Contractor's service have been canceled.

ACNI-0025-H TERMINATION - CONCESSIONS

1. This contract ends on its expiration date or the expiration date of any extensions thereto. The expiration date is the conclusion of the last day of the period of performance stablished at the time of award, renewal, or any other extension, after execution by the Contracting Officer.

2. Mutual Termination. This contract may be terminated by mutual agreement of both MR or MCCS and the Contractor at any time by contract modification.

3. Termination for Default

3.1. Contracting Officer may terminate this contract for default upon the failure of the Contractor to comply with this contract including, but not limited to the following:

3.1.1. Failure to pay required commissions, utilities, or other payments required by the contract including failure to pay such required amounts on time.

3.1.2. Failure to operate under the Contract as described and authorized.

3.1.3. Failure to maintain required insurance; allow inspections and audits; comply with and abide by fire, safety, health and security laws and regulations; comply with environmental requirements; or engaging in unlawful discriminatory practices.

3.1.4. Failure to diligently prosecute work required hereunder resulting in a facility not being ready to open on time.

3.2. Before a determination is made to terminate this contract for Contractor default, the Contracting Officer will provide a reasonable period to cure defects if circumstances and the nature of the default allow such a cure period. The reasonable time period for curing the default will be communicated to the Contractor in MR/MCCS's written notice to Contractor of such default.

3.3. In the event this contract is terminated for default for nonpayment, MR/MCCS has the right, without notice to seize equipment, except for property that is trademarked or proprietary to Contractor, and dispose of same by public or private sale to satisfy the costs of that sale and the debt owed to MR/MCCS.

3.4. In the event MR/MCCS terminates this contract in whole or in part as provided for this clause, MR/MCCS may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. In addition to all other remedies or relief available to MR/MCCS, pursuant to this contract or as otherwise provided by law, Contractor shall be liable for lost commissions and additional costs suffered by MR/MCCS as a result of Contractor's default; provided, however, that MR/MCCS will make reasonable and good faith efforts to mitigate such lost commissions and additional costs, and Contractor will not be liable until after any adjudication of disputes as outlined in this contract.

3.5. In the event MR/MCCS terminates this Contract for default in whole or in part as provided in this clause and following any adjudication of disputes as outlined in this contract, MR/MCCS is not liable to the Contractor for the value of any capital investments made to enable the Contractor to perform the concession.

4. Termination for Convenience

4.1. By written notice at any time, Contracting Officer may terminate this contract for convenience, in whole or in part, when it is considered to be in the best interest of MR/MCCS.

4.2. If this contract is terminated by MR/MCCS for convenience before the ending date of the contract, then the Contractor shall be paid an equitable adjustment to compensate for such termination. MR/MCCS shall not be liable for any anticipatory profits or costs incurred subsequent to Contractor's receipt of a written termination notice from MR/MCCS, where such costs reasonably could have been avoided; provided, however, MR/MCCS's payment to Contractor shall include reimbursement to Contractor for costs incurred by the Contractor that Contractor can reasonably demonstrate to the satisfaction of MR/MCCS using Contractor's standard record keeping system. If the Contractor's settlement costs are based in part on undepreciated capital investments, the limit of MR/MCCS liability respecting such capital costs, shall be based on a straight line depreciation of such costs over the initial term of the contract.

4.3. If the Contractor is required to make additional facility investments as a condition for exercise of any renewal, and the contract is terminated at MR/MCCS's convenience before expiration of the renewal, the limit of MR/MCCS's liability respecting such capital costs shall be based on a straight line depreciation of such costs over the renewal period. Contractor shall submit its settlement costs to the contracting office no later than 60 days after termination of the contract.

4.4. MR/MCCS will make the equitable adjustment payment pursuant to this subsection 4.4 within 60 days after Contractor submits its settlement costs to the contracting officer. Failure to agree to settlement costs shall be a dispute concerning a question of fact within the dispute clause of this contract.

5. This contract may be terminated by acts of God, war or threat of war, national emergencies, and any other event(s) that is beyond the control of the parties to the agreement that would prevent the services from being performed. The contract may be terminated by mutual consent of the parties. The NAFI, by written notice, may terminate the contract in whole or in part for Contractor's failure to perform any of the provisions hereof. The NAFI, by 30 days written notice, may terminate the contract for any reason without cause given. Advance payments and/or deposits made to the Contractor must be refunded to the

NAFI within ten (10) days after notice that the requirements for the Contractor's service have been canceled.

ACNI-0025-L TERMINATION - INDIVIDUAL SERVICES

1. The Contractor may terminate the contract early due to receipt of Military Orders or other reasons beyond the Contractor's control. The Contractor shall provide the Contracting Officer with reasonably timely notice, not less than two (2) weeks in advance of the termination date. Contractor shall fully cooperate in replacement changeover procedures to the maximum extent possible.

2. The NAFI, by written notice, may immediately terminate the contract in whole or in part for Contractor's failure to perform any of the provisions hereof.

3. The NAFI, by thirty (30) days written notice, may terminate the contract for any reason without cause given.

ACNI-0027 REQUESTS FOR MONETARY OR OTHER RELIEF

No claim by the Contractor may be considered unless submitted in writing to the Contracting Officer within 90 days after termination of performance under the contract; however, this clause will not extend the period for filing claims which is further limited by another clause of the contract.

ACNI-0028 NOTIFICATION OF DEBARMENT OR SUSPENSION STATUS

The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred, or declared ineligible by any Federal Department or Agency, or upon receipt of a notice of proposed debarment from another DoD Agency during the performance of this contract.

ACNI-0029 EQUAL OPPORTUNITY - BASIC

Contractor shall comply with 41 CFR Part 60-1, Subpart A. 41 CFR Subpart 60-1.4, the Equal Opportunity Clause, which is incorporated by reference into this contract.

ACNI-0029-K CONCESSIONAIRE EMPLOYEES

Should the Concessionaire use employees in the performance of this agreement, the clauses below are applicable.

1. Equal Employment Opportunity. The Concessionaire agrees to comply with regulations of the Department of Labor contained in

Title 41, Code of Federal Regulations, Chapter 60, which are incorporated herein by reference.

2. Affirmative Action of Disabled Veterans and Veterans of the Vietnam Era. If this agreement equals or exceeds $10,000 and is not otherwise exempt, the Concessionaire agrees to comply with the regulations of the Department of Labor and Office of Federal Contract Compliance Program and the Affirmative Action clause as set out in Title 41, Code of Federal Regulations, Part 60-741, which are incorporated herein by reference.

ACNI-0030 EQUAL OPPORTUNITY FOR VETERANS

1. Equal Opportunity Clause, 41 CFR 60-300.5(a): **"This contractor and subcontractor shall abide by the requirements of 41 CFR 600-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans."**

2. Subcontracts. The Contractor shall include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

ACNI-0031 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITITES

1. Equal Opportunity Clause, 41 CFR 60.741.5(a): **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."**

2. Subcontracts. The Contractor shall include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may

direct to enforce such provisions, including action for noncompliance.

ACNI-0032 CONVICT LABOR

Except as provided in 48 CFR 52.222-3, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment.

ACNI-0033 DRUG-FREE WORK PLACE

The Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 USC 8102. Drug-free workplace requirements for Federal contractors.)

ACNI-0035 ENVIRONMENTAL PROTECTION

1. This clause will apply to any contract in excess of $100,000 and indefinite quantity contracts estimated to exceed $100,000 in one year; however, it will not apply to the use of facilities located outside the United States.

2. Unless this contract is exempt by acceptance of this contract, the Contractor and, where appropriate, the Subcontractor, stipulates

2.1. Any facility to be used in the performance of any nonexempt contract or subcontract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities as of the date of contract award.

2.2. Its agreement to comply with all requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Sections 114 and 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder.

2.3. As a condition of award of contract, the Contractor shall promptly notify the Contracting Officer of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, or delegate, indicating a facility to be used for the contract is under consideration to be listed on the EPA List of Violating Facilities.

2.4. Its agreement to include the criteria and requirements in subparagraphs 2.1. through 2.4. in every nonexempt subcontract and to take such actions the government may direct to enforce such provisions.

ACNI-0035-A ENVIRONMENTAL PROTECTION FOR OPERATIONS ABOARD MILITARY INSTALLATIONS

The Contractor shall comply with all federal, state, and local law and regulations and abide by all Installation and NAFI policies with regard to environmental regulations. Under no circumstances shall the Contractor independently discuss or settle environmental issues arising under this contract with a United States agency or state or local government without the written concurrence of the NAFI. For purposes of this clause, applicable regulations include, but are not limited to, Installation policies (available from the Contracting Officer's Representative) relating to environmental protection Additionally,

1. Disposal of hazardous waste and electronic waste (e.g. batteries and light bulbs) in Installation landfills, as well as any solid waste receptacle on the Installation, is strictly prohibited.

2. Any leftover product that is labeled with "danger," "warning," "toxic," "caution," " poison," "flammable," "corrosive," or "reactive" is considered a household hazardous waste. Examples include household items such as paints, pest control agents, adhesives, and cleaning supplies. The disposal of household hazardous waste in dumpsters, trashcans, or any other trash receptacle is strictly prohibited.

3. Universal waste is a subset of hazardous waste that poses a lower risk to people and the environment than other hazardous wastes. Examples of common universal wastes include batteries (AA, AAA, C-cells, D-cells and button cell batteries); electronic devices; fluorescent light tubes and bulbs; high intensity discharge lamps; mercury switches, thermometers and thermostats; and non-empty aerosol cans. Disposal of universal waste in any trash receptacle is prohibited.

4. Electronic Waste (E-waste). The State of California prohibits E-waste disposal as household waste and requires disposal of E-waste only at authorized locations. The disposal of E-waste in dumpsters, trashcans, or at any location not expressly authorized to receive E-waste is strictly prohibited.

5. Recyclable materials shall be placed in recycling containers, not in trash containers. Trash shall not be placed in recycling containers.

6. No hazardous materials of any kind, trash/garbage, or other refuse will be dumped or allowed to be introduced into any groundwater basin, stream, or water body.

7. Contractor shall immediately report to the Installation Provost Marshal and the Contracting Officer's Representative any violation of environmental regulations currently in progress or violations having previously occurred during the contract period of performance but not previously reported. Improper disposal or handling of hazardous materials that poses a risk to life and safety shall be reported by calling 911.

ACNI-0036 GREEN CLAUSE

The NAFI encourages Contractors to embrace, establish, and promote environmentally "Green Initiatives." The Contractor shall accomplish this by:

1. Utilizing environmentally friendly products where possible.

2. Promoting energy-efficiency and water conservation, where possible.

3. Eliminating or reducing the production or generation of hazardous waste and the need for special material processing (including special handling, storage, treatment, and disposal), where possible.

ACNI-0037 RESTRICTIONS ON PURCHASES OF FOREIGN GOODS

1. Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services of any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

2. Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic

sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists . More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

3. The Contractor shall insert this clause, including this paragraph, in all subcontracts.

ACNI-0038 VETS-4212 FEDERAL CONTRACTOR REPORTING

Contractor shall comply with reporting requirements of 38 U.S.C. 4212(d) for VETS-4212 Federal Contractor Reporting. Refer to https://www.dol.gov/agencies/vets/programs/vets4212.

ACNI-0039-A DISPUTES - MCX

1. This contract is subject to the Contract Disputes Act of 1978 (41 U.S. Code Chapter 71). Except as provided in the Act, all disputes arising under, or relating to, this contract will be resolved under this clause.

2. "Claim," as used in this clause, means a written demand or written assertion by one of the contracted parties seeking the payment of money in a sum certain or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause.

3. Contractor must submit any request for monetary or other relief relating to this contract in writing to the Contracting Officer. The request must specify the amount of money or the other relief requested and include all supporting data. In addition, with the request or any amendment thereto, Contractor must submit a signed certificate reading as follows:

> "I certify that this request and any ensuing claim are made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, and that any amount requested accurately reflects the amount for which Contractor believes the NAFI is liable.
>
> ____

(Signature of Individual Authorized to Bind Contractor)"

(NOTE: SUBMISSION OF FALSE CLAIMS IS A VIOLATION OF FEDERAL LAW AND MAY RESULT IN CIVIL AND OR CRIMINAL PENALTIES).

4. Contractor's request for payment of money or other relief is not a claim until:

4.1. A written request has been received by the Contracting Officer complying fully with paragraph 3 above;

4.2. A dispute arises between the parties after a reasonable time for review and disposition; and

4.3. Contractor requests the Contracting Officer to issue a final decision.

5. Contractor's request for a contract modification or for relief that is discretionary with the Contracting Officer will not be considered a claim.

6. All disputed claims relating to this contract will be decided by the Contracting Officer, who will issue a written Final Decision and mail or otherwise furnish a copy thereof to Contractor. The Contracting Officer's decision will be final and conclusive unless:

6.1. Within 90 days from the date of Contractor's receipt of the Contracting Officer's Final Decision, Contractor mails or otherwise furnishes the Contracting Officer a written appeal (two (2) copies) addressed to the Armed Services Board of Contract Appeals (ASBCA); or

6.2. Within 12 months from the date of Contractor's receipt of the Contracting Officer's Final Decision, Contractor brings an action in the United States Court of Federal Claims.

7. The decision of the ASBCA is final and conclusive except:

7.1. Contractor may appeal such a decision to the United States Court of Appeals for the Federal Circuit within 120 days of receipt of a copy of the decision of the ASBCA.

7.2. The NAFI may transmit the decision of the ASBCA to the United States Court of Appeals for the Federal Circuit for judicial review within 120 days from the date of NAFI's receipt of a copy of the decision of the ASBCA.

7.3. ASBCA decisions made under the Board's small claims (expedited) procedures ($50,000 or less) may be set aside only in case of fraud. In all other cases, the ASBCA decisions on questions of fact may be set aside only where the decisions are fraudulent, arbitrary, capricious, so grossly erroneous as to necessarily imply bad faith, or if such decisions are not supported by substantial evidence. The decisions of the ASBCA on any questions of law will not be final or conclusive as to the United States Court of Appeals for the Federal Circuit.

8. Pending final resolution on any request for relief, disputed claim, appeal, or action related to this contract, Contractor shall proceed diligently with the performance of this contract and shall comply with the Contracting Officer's decisions.

9. If Contractor cannot support any part of its claim because of fraud or misrepresentation of fact, then, in addition to other remedies or penalties provided for by law, Contractor will pay the NAFI an amount equal to the unsupported part of the claim plus all NAFI costs attributable to reviewing that part of the claim.

ACNI-0040 DISPUTES CONCERNING LABOR STANDARDS

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

ACNI-0042 DATA TO BECOME PROPERTY OF THE NAFI

All analyses, evaluations, recommendations, notes, and other work developed in the performance of this contract (collectively "data") shall be and remain the sole property of MR and the United States Marine Corps. Data may be used on any other work without additional cost to MR and the United States Marine Corps, and with respect thereto, the Contractor agrees not to assert any rights and not establish any claim under the design, patent, or copyright laws. The Contractor shall provide data to the Contracting Officer's Representative and, for a period of three (3) years after completion of this project, agrees to furnish and provide access to the originals or copies of all such materials on the request of the Contracting Officer without additional compensation to the Contractor.

ACNI-0043 RESTRICTED USE

Contractor shall not use the Marine Corps Installation premises, facilities, properties, or utilities to generate business for, or divert sales to, off-base Contractor-operated establishments.

ACNI-0047 TIME EXTENSIONS

Time extensions for contract changes will depend upon the extent which the change causes delay in the completion of various constructive elements. The change order may provide that the contract completion date will be extended only for those specific elements related to the changed work, and that the remaining contract completion dates for all other portions of the work will not be altered. The change order may also provide an equitable adjustment of liquidated damages under the new completion schedule.

ACNI-0050 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

1. Pursuant to Marine Corps policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction and/or use of illegal drugs and/or related paraphernalia into or on Government work areas.

2. In furtherance of the Drug Control Program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

2.1. Routine inspection of Contractor occupied workspaces;

2.2. Random inspections of vehicles on entry or exit, with drug detection dog teams as available; and

2.3. Random inspections of personal possessions on entry or exit from the Installation.

3. When there is probable cause to believe that a Contractor employee on board a Marine Corps Installation has been engaged in use, possession or distribution of drugs, the Installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

4. Distribution of illegal drugs and/or drug paraphernalia by Contractor employees while on military vessel/installation may lead to possible withdrawal or downgrading of the Contractor personnel's security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

5. The Contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

6. The removal of Contractor personnel from a government Installation because of drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery, or other provisions of this contract.

ACNI-0051 CONTRACTOR CERTIFICATION OF COMPLIANCE WITH LAW

The Contractor shall use due diligence to prevent and detect criminal conduct and promote an organizational culture that encourages ethical conduct and compliance with the law. By agreeing to this procurement, the Contractor certifies that it is complying with all applicable Federal and State laws.

ACNI-0052 COMBATING TRAFFICKING IN PERSONS

1. For administrative convenience of the NAFI, this contract incorporates by reference 48 CFR § 52.222-50, Combating Trafficking in Persons. All references to "government" therein shall refer to the NAFI. If this contract is valued over $500,000, Contractor shall notify the Contracting Officer if supplies, other than commercially available off the shelf items, are acquired outside the United States, or if services provided under this contract are to be performed outside the United States.

2. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

2.1. It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of 52.222-50 Combating Trafficking in Persons and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

2.2. After having conducted due diligence, either-

2.2.1. To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

2.2.2. If abuses relating to any of the prohibited activities identified in paragraph (b) of 52.222-50 Combating Trafficking in Persons have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

ACNI-0053 CONTRACTS WITH FOREIGN ENTITIES

1. Contractors with a corporate headquarters or primary business location located outside of the United States shall provide additional information at the time of proposal, or request for quote. Foreign entities conducting business with the NAFI shall provide their:

1.1. NATO Commercial and Government Entity (NCAGE) code

1.2. Dunn and Bradstreet report (current within 14 days of submission); and

1.3. SAM.gov registration information or evidence of licensure or similar authority to operate a business, issued by a State or Territory of the United States.

2. If this is a contract for Information Technology (IT) services, all Contractor personnel performing development or requiring privileged access to NAFI IT systems shall be United States citizens and complete applicable Federal government background checks.

ACNI-0054 PROHIBITION ON COVERED TELECOMMUNICATIONS, EQUIPMENT, AND SERVICES

1. For administrative convenience of the NAFI this contract incorporates by reference 48 CFR section 52.204-25. All references to "government" therein shall refer to the NAFI.

2. Contractor shall provide the representation in accordance with 48 CFR section 52.204-26 directly to the Contracting Officer. See clause ACNK-0016.

3. Contractor shall renew representations when requested by the Contracting Officer.

ACNI-0055 PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANOIC ACID

1. Effective April 1, 2023, in accordance with section 333 of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283), the NAFI may not procure any covered items that contain perfluoro octane sulfonate (PFOS) or perfluorooctanoic acid (PFOA).

2. A covered item means the following:

2.1. Nonstick cookware or cooking utensils for use in galleys or dining facilities.

2.2. Upholstered furniture, carpets, and rugs that have been treated with stain-resistant coatings.

3. The Contractor shall not provide any covered items containing PFOS or PFOA in performance of this contract, task order, delivery order, or blanket purchase agreement order.

4. The Contractor shall include the substance of this clause, including this paragraph 4, in subcontracts for any covered item, including subcontracts for commercial products (including commercially available off-the-shelf items) and commercial services.

ACNI-0057 WORKPLACE EATING, DRINKING, AND USE OF TOBACCO PRODUCTS

1. Contractor personnel are prohibited from eating, drinking, and using tobacco-products (e.g., chewing, smoking, vaping) in the work areas onboard the Installation. Eating and drinking must be confined to designated employee break areas only. The Contractor employees must also adhere to SECNAVINST 5100.13F, NAVY AND MARINE CORPS TOBACCO POLICY, specifically enclosure (4) section 3.a(1), which requires that the designated smoking areas must "Be outdoors, at least 50 feet away from all points of facility entry/egress and air intake ducts." All indoor areas of facilities on USMC Installations are designated as tobacco-product free, and tobacco-product use is restricted to specifically designated tobacco use areas (DTUAs).

2. The local Contracting Officer's Representative will provide the Contractor with the current tobacco-product use policies and any updates thereof, location of the DTUA nearest to the work area, and as necessary, coordinate with Installation for additional DTUA.

ACNI-1002 PURCHASE ORDER TERMS AND CONDITIONS - MCX SUPPLY ONLY

1. Delivery Instructions. The Vendor shall:

1.1. Include itemized packing list with shipment; and

1.2. Clearly mark the order number on the outside of each carton.

2. Billing Instructions. The Vendor shall:

2.1. Issue separate invoice for each order;

2.2. Email invoice under separate cover (do not pack invoice with items shipped);

2.3. Identify and add transportation charges to invoice, if applicable; and

2.4. Include full name and address of the MCX site and order number on all delivery documents.

3. Prices. Vendor guarantees that prices quoted, including any discounts and other terms and conditions, do not exceed prices charged the Vendor's other customers for like items in similar quantities under comparable conditions in the same time frame. If the Vendor subsequently agrees to sell the item to another customer at lower prices, Vendor is obligated to promptly offer the lower price in writing to the MCX. In the event the Vendor extends voluntary price reductions, promotional offers, or other special terms to other customers, the Vendor is obligated to extend the same to the MCX.

4. Backorders. Backorders shall be shipped prepaid at the expense of the Vendor if the multiple shipment results in a total transportation cost higher than the transportation cost of a single shipment. This paragraph does not apply if this order specifies separate shipments or if shipments are to be made via the USPS, UPS, or other courier service.

5. Changes/Substitutions. Only the Buyer/Contracting Officer has the authority to make changes to this order. All changes will be made by written modification.

6. Inspection. Inspection will be made after delivery at the destination specified in the order. Any items or services that do not conform to the order specifications will be rejected and any expense resulting from such non-conformance will be the responsibility of the Vendor. Any item delivered under this

order found to have latent defect(s) may be returned to the Vendor's for replacement or refund. In the event item(s) are returned for refund, the MCX may purchase the same or similar item(s) as those returned and the Vendor will be liable for all excess costs.

7. Warranties. The Vendor warrants that the items delivered under this order are merchantable and fit for use for the particular purpose described in this order. Additionally, the goods or services furnished under this order are covered by the most favorable warranties the Vendor gives to any customer for such goods or services.

8. Advertisements. The Vendor shall not represent in any manner, express or implied, that it is an agent of the U.S. Government, the U.S. Marine Corps, or the MCX. Vendor shall not represent that goods or services purchased under this order are approved or endorsed by any element of the United States Government.

9. Examination of Records.

9.1. This clause is applicable if the amount of this contract exceeds $10,000, and the contract was entered into by means of negotiation. The Vendor agrees that the Contracting Officer or the Contracting Officer's duly authorized representative shall have the right to examine and audit the books and records of the Vendor directly pertaining to the contract during the period of the contract and until the expiration of three (3) years after final payment under the contract.

9.2. The Vendor agrees to include the clause in (a) above, in all subcontracts hereunder that exceed $10,000.

10. Non-discrimination Clause. Each order over $10,000 will comply with the requirements of Executive Order No. 11246, as amended.

11. Obligations. Only nonappropriated funds will become due and payable as the result of any claims or liabilities that result from this order. This order shall not be construed to obligate any appropriated funds of the United States.

12. Disputes. Any dispute or claim concerning this order which is not settled by agreement shall be decided by the Buyer/Contracting Officer, who will provide a written decision by mail or otherwise to the Vendor. All disputes will be

processed in accordance with the Contract Disputes Act of 1978. Pending final decision on any dispute, the Vendor shall proceed diligently with the performance of this order and in accordance with the Buyer's/Contracting Officer's decision.

13. Termination for Convenience. The MCX reserves the right to terminate this order, or any part of it, for its convenience. The MCX will only be liable for goods or services accepted and for goods or services not past due, which were scheduled for delivery within ten days after receipt of the termination notice.

14. Termination for Cause. The Buyer/Contracting Officer may, by written notice, terminate this order, or any part of it, for cause in the event of any default by the vendor. In the event of termination for cause, the MCX shall not be liable for any amount of goods or services not accepted, and the Vendor shall be liable to the MCX for any and all rights and remedies provided by law. If it is determined that the MCX improperly terminated this order for default, such termination shall be deemed a termination for convenience.

15. Taxes. This purchase is not subject to state or local taxes. Vendor is not an agent of the MCX or the U.S. Government. Vendor is responsible and assumes complete liability for all federal, state, and local taxes applicable to its property, income and transactions relating to this order.

16. Legal Status and Governing Law. The MCX is a nonappropriated fund instrumentality of the U.S. Government. As a nonappropriated fund instrumentality, its officers, offices, annexes, and individual outlets are an integral part of the U.S. Government and share in all privileges and immunities thereto. The laws applied by the federal court in the applicable jurisdiction will govern this order. MCX procurement is governed by Department of Defense Instruction (DODI) 4105.67 available at https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/410567p.pdf?ver=2019-03-22-095354-913 and Marine Corps Order 7010.20 available at http://www.marines.mil/News/Publications/ELECTRONICLIBRARY.aspx

17. Labor Relations and Standards. The Vendor shall be responsible to comply with any and all laws which may from time to time be in effect governing the hours, wages, labor relations (including collective bargaining), workmen's compensation, working conditions and other matters pertaining to labor standards of the country, or political matters pertaining to

labor standards of the country, or political subdivision thereof, wherein this contract is to be performed.

18. Force Majeure. Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, terrorism, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.