

SECTION B - Supplies or Services/Prices

B.1 Section B

B.2 FIRM-FIXED PRICE CONTRACT - CONSTRUCTION ACNB-0001-E

1. This is a Firm-Fixed Price Construction Contract. The Contractor's firm-fixed prices for providing products and/or services available under this contract are listed at the end of this section for the base period of performance and option periods of performance, if any. The Contractor shall consider all requirements in the contract, including design requirements and stages.

2. The NAFI is obligated only to the extent identified as funded. Refer to the separate table "FUNDED CONTRACT LINE ITEMS" in Section J for funded line items. If an option period of performance is exercised by contract modification, the option period and pricing will be in effect as stated in the modification. No appropriated funds of the United States are obligated, due, or payable under this contract.

3. A description of the products and/or services to be furnished, the specifications, the time and place of delivery, and any other terms and conditions applicable to the contract, are set forth in Section C.

4. The design and construction schedule shall allow 21 calendar days for all reviews required by NAFI/MCCS personnel. Following a review, the NAFI will provide comments to the Contractor and allow seven (7) days for the Contractor to review and prepare responses for the review meeting. All days in price schedule shall be calendar days (DA).

Funded Contract Line Items

Item/Sub Number	Description	Quantity	Unit of Issue	Unit Price	Total Item Amount
00001	Construction of a new Professional Disc Golf Association (PDGA) Certifiable Disc Golf Course - permanent 18-hole tournament style disc golf course with a target par of 60-62, fully integrated with the Sound of Freedom Golf Course, and capable of supporting regional disc golf events.	1	EA		

Option Contract Line Items

Item/Sub Number	Description	Quantity	Unit of Issue	Unit Price	Total Item Amount

SECTION C - Description/Specifications

C.1 SCOPE OF WORK - CONSTRUCTION ACNC-0001-A

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to construction of a new Professional Disc Golf Association (PDGA) Certifiable aboard Marine Corps Air Station, Cherry Point, NC. This course will provide a permanent 18-hole tournament style disc golf course with a target par of 60-62, fully integrated with the existing Sound of Freedom Golf Course, and capable of supporting regional disc golf events.

C.2 BACKGROUND - MARINE CORPS NONAPPROPRIATED FUND INSTRUMENTALITIES ACNC-0002

1. The Business and Support Services Division (MR), Headquarters, United States Marine Corps (HQMC), Quantico, Virginia, under the staff cognizance of the Deputy Commandant for Manpower and Reserve Affairs, is responsible for providing policy, plans, resources, and support to Marine Corps Community Services (MCCS) and Marine Corps Hospitality Services (MCHS) activities. MCCS generates over \$1 billion in sales per year from a wide variety of business operations. Earnings from major MCCS revenue generators are used to help fund non-revenue generating MCCS programs. Additional information on MCCS is available at www.usmc-mccs.org.

1.1. MCCS provides commanders with an integrated organization for the development and delivery of Quality of Life (QOL) programs and services. MCCS operates family, fitness, and recreation; exchange and business services; and other QOL programs and services for Marines and their families. MCCS activities are operated on Marine Corps Installations on the East and West Coasts of the United States; Hawaii; Iwakuni, Japan; and Okinawa, Japan. The administration, management, and operation of local MCCS activities are the responsibility of each Installation Commander.

1.2. MCHS, the Official Lodging Program for the Marine Corps, is under the operational control of HQMC MR and provides a professionally managed, business-based lodging program that provides affordable lodging and hospitality services for a mobile military community. The Official Lodging Program consists of sister brands: "Inns of the Corps" and "Marine Lodge." Inns of the Corps are temporary lodging facilities, and the Marine Lodge are temporary duty billeting facilities. Like any high performing hospitality entity, garnering guest satisfaction, preference and loyalty through engaging staff and a unique and warm physical environment are of utmost importance.

2. MCCS, including MR when dba MCCS, and MCHS activities are Nonappropriated Fund Instrumentalities (hereafter, NAFIs) of the U.S. Government and are therefore subject to directives issued by the Department of Defense, the Secretary of the Navy, and the Commandant of

the Marine Corps. NAFIs execute contracts using nonappropriated funds (NAF). NAF contracts are not subject to the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFAR), or DoD Component Supplements, however, there may be references to the FAR included in this contract solely for the administrative convenience of the NAFI. Unless otherwise provided, (1) the referenced FAR clause shall have the same force and effect as if it were in full text, and (2) any reference to the "Government" in the FAR clauses shall be construed to mean the NAFI unless otherwise noted. This contract may incorporate one or more clauses or laws by reference, with the same force and effect as if they were given in full text.

C.3 NAF CONSTRUCTION PROGRAM - BACKGROUND ACNC-0003-E

1. The Contractor shall perform work under this contract for Construction and/or Design-Build (D/B) services in support the NAF Construction Program and other NAF projects within Regional Procurement Office East.

2. The NAF Construction Program and other NAF projects include, but are not limited to, construction of new or repair and renovation of existing Marine Marts/Exchanges (MCX), Lodging Facilities (MCHS), Car Washes, Golf Courses, Golf Clubhouses/Maintenance Facilities, Officer and Consolidated/Enlisted Clubs, Youth Centers, Outdoor and Indoor Recreation Centers, Bowling Centers, Auto Skills Centers, Community Activity Centers, RV Parks/Travel Camps, Cottages/Cabins, Sports Complexes/Fields/Courts, Theaters, Marinas, Swimming Pools (indoor and outdoor), Aquatic Centers and other MCCS activities. Projects may include multipurpose/multifunctional facilities or complexes for multiple program requirements.

C.4 STATEMENT OF WORK ACNC-0004

Contractor shall:

1. Design

a. Design and construct an 18-hole tournament style PDGA Disc Golf Course to include the Disc Golf equipment. (Note: The Disc Golf course shall be fully "integrated" with the existing Sound of Freedom Golf Course. This course shall provide a permanent 18-hole tournament style Disc Golf Course with a target par of 60-62 and capable of supporting regional Disc Golf events).

b. The design shall include a topographical layout of the course in conjunction with the current Sound of Freedom Golf Course to include the tee-boxes, basket locations, and par for each hole.

2. Site Survey

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a. Conduct and provide a detailed site survey to determine the appropriate layout for an 18-hole permanent style disc golf course and mark the boundaries of the course.

b. Site survey shall include a suitable area for a 3-target disc golf practice area.

c. CAD Drawings and Design Schematics shall be submitted for approval prior to construction and shall include schematics for tee pads, measurements of each hole, and necessary grading needed for installation.

3. Site Preliminary Work

a. Identify what trees that must be cut down to accommodate the Disc Golf Course.

b. Identify what site-grading must be performed to accommodate the Disc Golf Course.

c. Identify what brush must be removed and landscaping that must be performed to accommodate the Disc Golf Course.

d. Identify and mark/stake the location of each Disc Golf target and course element.

e. Clear the area of any debris, vegetation, and obstacles. Grade the land to ensure proper drainage and a level surface for campsites and pathways.

f. Spoils to remain on the Marine Corps Air Station Cherry Point at a designated location provided by the COR.

4. Preliminary Work Accomplished

a. Upon completion of the being cut, graded, and the design approved the Contractor shall verify all tree cutting and flag any additional clean-up that is needed, to include the following;

b. Verify grading is sufficient for the course.

c. Stake final pin, tee, and signpost positions.

d. Take final hole measurements include critical course measurements and locations.

5. Equipment provided and installed by the Contractor

a. Targets

- 1) 39 each - PDGA Approved "Championship" level disc golf targets with 20-25-year warranty. The preferred brand is the Innova DISCatcher Pro 28 or the Fluent Disc Sport Championship 28 baskets or equal
- 2) 36 each sleeved for permanent course
- 3) 3 each sleeved for practice and skill building
- 4) Keyed-alike padlocks

b. Tee Pads

- 1) 36 each Permanent Tee Pad [6' wide x 10-16' long] in a Red/White/Blue/Gold format
- 2) 20mm artificial turf to be mounted over surface flush pressure treated lumber edging filled with crushed gravel and tamped

c. Signage

- 1) Premium Dibond composite aluminum signs
- 2) 12"x18" Tee signs for each tee/layout
- 3) Color Coded transition signs
- 4) Minimum of 3 each 12"x12" caution signs
- 5) Digital Course map (PDFs)
- 6) Topographical course layout provided at the end of construction

C-5 CONSTRUCTION REQUIREMENTS ACNC-0024-E

The Contractor shall be responsible for all work described herein. The Contractor's design and construction must meet the intent to provide a completed facility of commercial quality which will operate efficiently, without unreasonable architectural or mechanical, electrical, or plumbing (MEP) failures or deficiencies throughout the expected lifespan of the facility.

1. All materials used must meet fire protection requirements for noncombustible construction and satisfy local, military, and governmental codes and industrial standards and regulations.

2. The Contractor shall be responsible for securing and roping off the site, including the lay-down area, if required.

3. Contractor shall obtain all utility location markings and permits as required.

4. The Contractor shall immediately notify the Contracting Officer's Representative (COR) and promptly repair/replace any damage to structures, elements, utilities, finishes, etc., occurring due to construction.

5. Upon completion, the Contractor shall fill in, grade, or reseed

any ruts or bare spots created by the Contractor's machinery or vehicles.

6. All work shall conform to the current regulations of the Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA). The Contractor shall comply with all safety requirements for the work area to include, but not limited to, hard hat, protective eye wear, and reflective vest as well as other safety equipment as may be required by the Installation public works or safety office.

7. The Contractor shall ensure all its employees and representatives are in proper attire and conduct themselves in a professional manner at all times. If any of the Contractor's employees or representatives do not comply, they shall be barred from the construction site.

8. Hours of Performance. Demolition work time is 5:00pm - 6:30am and all other work may be performed during normal work hours 7:00am - 6:00pm.

9. Performance Location Access. Contractor shall provide required information for performance location access such as identification, vehicle registration, vehicle insurance, etc. Installation access may also entail vehicular and personal searches. Contractor shall coordinate all other logistical requirements, such as the staging of equipment, vehicles, trash receptacles and materials, with the Contracting Officer's Representative (COR). The NAFI is not responsible for access denied by Installation authorities.

C.6 TOPOGRAPHIC SURVEYS, EASEMENTS, AND UTILITIES ACNC-0038-E

The Design-Build Contractor shall provide topographic, hydrographic, and utility surveying and mapping data for each project.

C.7 LIFE, HEALTH, AND SAFETY STANDARDS ACNC-0039-E

The most recent version of the International Building Code (IBC) will be used as the basis of design of facilities unless specifically exempted in the Task Order. In addition, the most recent version of NFPA 101 Life Safety Code and other NFPA Codes shall be incorporated into the design as appropriate. UFC 1- 200-01 shall be used by all architects/engineers (A/Es) as the basis for determination of code requirements. The A/E shall incorporate into all design and analysis the facilities, systems, and equipment design standards of the Occupational Safety and Health Act, Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926, as applicable. Other customer-specific health and safety regulations will be determined during the design kickoff meeting and incorporated in the design effort. Any problem in incorporating these standards due to conflicts with other technical criteria shall be promptly submitted to the Project Manager (PM) for resolution.

C.6 SITE USAGE ACNC-0041-E

1. Layout. The Contractor shall verify dimensions and elevations indicated in layout of work. Discrepancies between drawings, specifications, and conditions shall be referred to the Contracting Officer in writing, as soon as identified, for clarification. Failure to make such notifications will not relieve the Contractor of its duty to provide a complete and useable facility in accordance with the Contractor's accepted schedule and the requirements of this contract in a satisfactory and workmanlike manner.

2. The Contractor shall consider the location and elevation of all the construction contemplated by the construction documents and design accordingly.

3. The Contractor shall resolve, at its own expense and without delay to the construction completion date, any duplication of work made necessary by failure or neglect of the Contractor to ensure all work provided by its architect or engineer (A/E) is properly executed.

4. Field Dimensions. The drawings accompanying the specifications indicate generally the design arrangement of all apparatus, fixtures, accessories, etc. necessary to complete the work required. The exact location or arrangement of equipment is subject to minor changes necessitated by field conditions and shall be made as required without additional cost to the NAFI. Measurements shall be verified by actual observations at the construction site. The Contractor shall ensure all work is completed in a satisfactory and workmanlike manner meeting the approval of the A/E and Contracting Officer.

5. The Contractor shall not block any streets.

6. No burning is permitted on the site. Upon the start of any construction, and at the end of each working day, the Contractor shall police the work area and the area immediately surrounding the work area of all work-related debris. The Contractor shall keep all grassed areas within the work area in a neatly trimmed state during the growing season. Contractor shall immediately clean up any debris tracked onto the surrounding streets resulting from this construction operation in accordance with temporary environmental controls and approved storm water pollution prevention plan (SWPP), if applicable.

7. The Contractor shall store all supplies and equipment in Contractor-designated facilities so as to preclude mechanical and climatic damage. The Contractor is solely responsible for security of all equipment, materials, and supplies. The Contractor shall supply and utilize construction lock cores to secure NAFI property under construction. Stacked materials shall not be within 25 feet of an active roadway.

SECTION D - Packaging and Marking

D.1 PACKAGING AND MARKING - CONSTRUCTION ACND-0001-E

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.

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SECTION E - Inspection and Acceptance

E.1 INSPECTION AND APPROVALS - CONSTRUCTION ACNE-0001-E

1. The Contractor must coordinate plans, progress meetings, and approvals as required with the Contracting Officer's Representative (COR) and Public Works Department. The NAFI's quality assurance activities will consist of construction project observation, review of the Contractors Quality Control activities and records, and discussions of areas where contract deviations appear evident. Under no circumstances shall the presence or absence of NAFI observation relieve the Contractor from full compliance with contract provisions.

2. The Contractor shall provide and maintain an inspection system acceptable to the NAFI covering all supplies, services, and products under this contract. As part of the inspection system, the Contractor shall create and maintain complete inspection records of all inspection work performed by the Contractor and subcontractor. Such records shall be available to the NAFI during contract performance and for not less than three (3) years after completion of contract performance. The NAFI may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations will be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

2.1. The Contractor shall tender to the NAFI for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements.

2.2. "Works" or "Services," as used in this clause, include, but are not limited to, materials, workmanship, manufacture, and fabrication of components furnished or utilized during performance of contract services. The Contractor shall perform such inspections as will ensure that the Work performed under this contract conforms to contract requirements. All Work shall be conducted under the general direction of the Contracting Officer and is subject to NAFI inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

3. The NAFI has the right to inspect and test all supplies, work, and products called for by the contract, to the extent practicable at all times and places, including the period and place of manufacture, during the term of the contract. The NAFI will perform inspections and tests in a manner that will not unduly delay the work. The NAFI assumes no contractual obligation to perform any inspection or test for the benefit of the Contractor unless specifically set forth elsewhere in this

contract. NAFI inspections and tests are for the sole benefit of the NAFI and do not:

3.1. Relieve the Contractor of responsibility for providing adequate quality control measures;

3.2. Relieve the Contractor of responsibility for damage to or loss of material, property, or products before acceptance;

3.3. Constitute or imply acceptance; or

3.4. Affect the continuing rights of the NAFI after acceptance of completed work, product, or supplies.

4. The presence or absence of a NAFI or Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without approval. Changes may only be made by the Contracting Officer in writing.

5. The Contractor shall promptly furnish, and shall require subcontractor to promptly furnish, without additional charge, all facilities, labor, and assistance reasonably needed for safe and convenient performance of such duties. The NAFI will perform all inspections and tests in a manner that will not unnecessarily delay the work.

5.1. The NAFI may charge to the Contractor any additional cost when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Except as otherwise provided in the contract, the NAFI shall bear the expense of NAFI inspections or tests at other than the Contractor or subcontractor's premises, provided that, in case of rejection, the NAFI shall not be liable for any reduction in the value of inspection or test samples.

5.2. If, before acceptance of the entire work, the NAFI decides to examine already completed work by moving it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for such effort. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

6. The NAFI will accept or reject supplies, services, and products as promptly as is practicable after delivery and completion, unless otherwise

provided in the contract. Acceptance will be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the NAFI's rights under warranty, guarantee, or as otherwise provided in this contract. If acceptance is not conclusive, the NAFI shall have any right and remedy provided by law and the remedies described in paragraphs 8 and 9 below.

7. The NAFI has the right to accept, reject, or require correction of nonconforming supplies, products, or services. Supplies, products, or services are non-conforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements.

7.1. The NAFI may reject nonconforming supplies or products with or without disposition instructions.

7.2. If it is in the public or NAFI's best interest to accept nonconforming work or when the defects in the Services cannot be corrected by reperformance, the NAFI may consent to accept non-conforming services with an appropriate adjustment in contract price to reflect the reduced values of the services performed, and the NAFI may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements.

7.3. The Contractor shall, without charge, replace or correct work found by the NAFI not to conform to contract requirements, unless in the public interest the NAFI consents to accept the work with an appropriate adjustment in contract price.

8. At its own expense, the Contractor shall promptly segregate and remove supplies, products, and services rejected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies or products without disclosing the former rejection or requirement for correction and shall disclose the corrective action taken.

9. If the Contractor fails to promptly remove, replace, or correct the rejected supplies, products, or services, the NAFI may:

9.1. Require delivery and correction according to the original requirement with reasonable adjustments for delivery schedule. Failure to meet the delivery schedule will result in an equitable price reduction. Failure to agree to a price reduction will be a dispute;

9.2. Remove, replace, or correct the work or supplies and charge the cost to the Contractor; or

9.3. Terminate the contract for default.

10. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.

E.2 INTERIM INSPECTIONS ACNE-0002

1. At a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the NAFI.

2. The Contractor will be rated either excellent, satisfactory, or unacceptable in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards.

3. The Contractor will be advised of any unsatisfactory rating, in the overall rating, prior to completing the evaluation, and any overall comments will be made a part of the official record.

4. Failure of parties to agree on this performance will be a dispute handled under clause ACNI-0039 DISPUTES.

E.3 CONSTRUCTION PRE-FINAL AND FINAL INSPECTION ACNE-0005-E

1. Pre-Final Inspection.

1.1. In addition to the requirements in clause ACNE-0001-E INSPECTION AND APPROVALS - CONSTRUCTION, the Contracting Officer or its authorized representative and technical representative(s) will jointly conduct a pre-final inspection prior to a final inspection of the facility.

1.2. The Contractor shall notify the Contracting Officer in writing when the entire project has been inspected by his design team and the project is ready for the Contracting Officer or his authorized representative to conduct a pre-final inspection. With this notification, the Contractor shall prepare and submit a list of items to be corrected or completed.

1.3. Upon completion of the pre-final inspection, the Contracting Officer will transmit a punch list report to the Contractor listing discrepancies requiring correction or completion and establishing a date for the final inspection. Upon receipt of this punch list, the Contractor shall within seven (7) days (unless otherwise stated in the Task Order) advise the Contracting Officer of any questions that he or any of his subcontractors may have concerning the requirements of the report.

2. Final Inspection.

2.1. When all pre-final inspection discrepancies have been corrected, the Contractor shall submit a written request for final inspection to the Contracting Officer at least 14 days before the desired date of inspection (unless otherwise stated in the Task Order).

2.2. The Contracting Officer or its authorized representative will conduct the final inspection with its Technical Representative(s), the Contractor, and any needed subcontractor(s) to determine whether the project can be finally accepted upon written notice from the Contractor that the re-inspection punch list items are complete.

3. Re-Inspection.

3.1. If, upon the first re-inspection, it is found that punch list items or other discrepancies are not sufficiently complete for the Project to be finally accepted, the Contractor shall be responsible for the NAFI's costs for additional technical services for preparation of a new punch list and any subsequent re-inspection prior to final acceptance. The NAFI's costs for additional services will be charged to the Contractor through an appropriate change order to recover applicable reimbursable expenses for activities involved in the re-inspection (this includes, but is not limited to, architect/engineer expenses incurred by the NAFI).

3.2. Upon written notice from the Contractor that the re-inspection punch list items are complete, the Contracting Officer or its authorized representative will conduct the final inspection to verify that the discrepancies have been completed and determine whether the project can be finally accepted.

4. This is a standard clause. Task Orders may have modified language that will take precedence over this clause. If the Task Order contains such a clause, it will be clearly stated that it replaces this clause in its entirety.

E.4 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK ACNE-0008-E

1. Defective work shall be promptly remedied, or removed and replaced, notwithstanding that such work has previously been inspected and approved or estimated for payment. If the work or any part thereof is found to be defective at any time, the Contractor shall, at no additional expense to the NAFI, correct such defect in a satisfactory manner to the architect/engineer (A/E) and Contracting Officer.

2. Work performed beyond the lines and grades shown on the contract drawings or established by the A/E and extra work done without written authorization by the Contracting Officer, will be considered unauthorized work, and the Contractor will receive no compensation therefor. If required by the Contracting Officer, unauthorized work shall be remedied, removed, or replaced at no additional expense to the NAFI.

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3. If the Contractor fails to remedy, remove, or replace defective or unauthorized work, or to comply promptly with any requirement of the A/E or Contracting Officer made under this section, the NAFI may cause defective or unauthorized work to be remedied, removed, or replaced by others and will deduct all associated costs thereof from any monies due or to become due to the Contractor.

SECTION F - Deliveries or Performance

Deliverable	Due Date	POC

F.1 CHANGES TO DESIGNATED CONTRACTOR'S PERSONNEL ACNF-0007

1. Contractor personnel shall possess required technical skills, knowledge, experience, and abilities to perform all work ordered under this contract. If the Contractor does not have the personnel on his staff, the Contractor shall subcontract the special expertise needed to perform ordered work.

2. Following award of the contract, or Delivery or Task Orders placed hereunder, Contractor personnel, to include subcontracted professional consultants/personnel, assigned to a specific project shall remain the same throughout the completion of the services. If the Contractor must substitute any personnel already involved in a specific project, the Contractor shall submit to the Contracting Officer a request justifying the reason(s) for the substitution. Replacement of personnel may be justified for unsatisfactory performance, termination of employment, or for other reason(s) where such change was beyond the Contractor's control. Any additional costs resulting from the substitution of any personnel shall be the responsibility of the Contractor and shall be made at no additional cost to the NAFI.

3. The Contractor shall not substitute any personnel originally proposed, unless authorized by the Contracting Officer in accordance with this clause. In the event the Contractor proposes to substitute any originally proposed personnel, the Contractor shall submit the credentials, qualifications, and experience of the proposed substitute(s) for the Contracting Officer to review. Any personnel offered as a substitute for an original team member, to include subcontracted personnel, shall possess equal or better credentials, qualifications, and experience as the original personnel and must be acceptable to the Contracting Officer.

F.2 CONTRACTOR AND CONTRACTOR PERSONNEL ACNF-0008

1. Contractor, at its own expense, shall provide sufficient personnel that possess the required technical skills, knowledge, experience, and abilities to perform all work ordered under this contract. The Contractor shall provide continued training as trends and procedural changes in the Contractor's operations occur. If the Contractor does not have the personnel on its staff, the Contractor shall subcontract the special expertise needed to perform the work.

2. All Contractor employees used in the performance of this contract who have customer contact, must be able to read, write, and speak English at a fluency level sufficient for efficient performance of the contract.

3. If required by the NAFI, the Contractor shall, at his own expense and on the dates and times determined by the NAFI, make its employees available for any applicable training, which may be required by the Installation and NAFI regulations (not to exceed eight hours per employee per calendar year).

4. Contractor personnel shall give prompt and courteous service to customers, the NAFI, and Installation personnel.

5. Contractor personnel shall abide by applicable regulations, and directives, and conduct themselves, so as not to reflect discredit on the NAFI.

6. Uniformed Contractor employees shall wear clean uniforms (if applicable), maintain a high degree of personal cleanliness while on duty aboard the Installation, and conform to sanitary hygienic practices. When uniforms are not required, Contractor personnel shall be authorized to wear attire typical of that worn by personnel employed in the same trade within the local community and as approved by the Contracting Officer. Uniformed Contractor personnel shall wear nametags while on duty. Nametag design shall be professional, legible, and without distracting graphics.

7. Contractor and its employees must meet the health, and security standards prescribed by the contract, and applicable regulations.

8. The Contractor shall provide adequate supervision of its employees to insure complete and satisfactory performance of work in accordance with the terms of the contract.

9. The Contracting Officer may require the Contractor remove employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security. The removal of Contractor personnel from a government Installation for drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for equitable adjustment to price, delivery, or other provisions of this contract. Contractor shall discontinue the use of any employee for performance of this contract upon written notice from the Contracting Officer that the individual is not (or no longer) acceptable for performance under this contract. Contractor shall not use any such employee in performance of other the NAFI contracts without the prior consent of the Contracting Officer.

10. Contractor shall not employ any individual under this contract who has previously been determined unacceptable for performance under any other NAFI contract or is a former NAFI employee who has been previously separated for cause by the NAFI.

F.3 CONTRACTOR'S RESPONSIBILITIES - CONSTRUCTION ACNF-0009-E

Contractor shall:

1. Be responsible for receiving, storing, and securing of all materials, equipment, and other items to be used in accomplishing the work. The Contractor shall be responsible for all equipment and materials brought on-site and shall replace damaged or stolen items at its expense.

2. Maintain a clean and safe work area throughout the period of construction. The Contractor shall, at the end of each workday, remove all demolition debris and hazardous and potentially dangerous materials used in the work. The Contractor shall collect construction material and debris frequently and dispose of debris and refuse away from the center in a lawful manner. The Contractor shall be responsible for all fees, permits, etc., required for waste disposal.

3. Ensure that all employees used in the service of this contract follow all safety guidelines.

4. Pay all laborers and mechanics employed or working upon the site of the work not less than the wages and bona fide fringe benefits (or cash equivalents thereof) in accordance with the Construction Wage Rate Requirements (previously known as the Davis Bacon Act) Wage Determination which is attached at Section J. Contractor shall submit certified copies of weekly payroll records to the Contracting Officer as required by Construction Wage Rate Requirements clauses.

F.4 CONTRACTOR'S MANAGEMENT RESPONSIBILITIES ACNF-0010

1. The Contractor is responsible to the NAFI for establishing effective management controls to achieve the standards of operation established in NAFI directives, or manuals, and elsewhere in this contract for exercising sound management practices. Failure of the Contractor to establish and maintain such effective controls shall constitute grounds for termination of this contract for default.

2. At no time shall the operation be without responsible management. The manager or a designated representative shall be available during all hours of operation and accessible for emergencies and unforeseen circumstances outside of normal business hours. Such a person shall be completely knowledgeable of the terms and conditions of this contract and shall be delegated full authority by the Contractor to conduct the business as required under the contract. Authority shall include, but not be limited to, purchase of operating supplies, maintenance and repair of equipment, training of employees, maintaining prescribed hours of operation, supervision of Contractor employees, and settlement of customer complaints or claims. The Contractor shall provide the Contracting Officer, in writing, the name(s) and phone number(s) of those person(s) appointed as manager or representative, in addition to those person(s) who possess access keys to the operation.

3. Contractor shall provide the Contracting Officer, and keep current, a list of personnel employed by the Contractor in the performance of this contract. A revised list shall be promptly submitted to the Contracting Officer when personnel changes take effect.

4. Contractor shall provide a bulletin board which shall be used to post applicable regulations, post evacuation/hose fire plans, and any other notices or information required by federal, state, or local regulations.

F.5 NAFI - CONTRACTOR RELATIONSHIP ACNF-0013

1. The NAFI and the Contractor understand and agree that the materials and services to be delivered under this contract by the Contractor to the NAFI are non-personal services, and the parties recognize and agree that no employer-employee relationship exists, or will exist, under the contract between the NAFI and the Contractor's personnel. It is, therefore, in the best interest of the NAFI to afford the parties a full and complete understanding of their respective obligations.

2. Contractor personnel under this Contract shall not be placed in a position where they are under the supervision, direction, or evaluation of a NAFI employee. Contractor personnel under this Contract shall not be placed in a position of command, supervision, administration, or control over NAFI personnel, or over personnel of other Contractors under other NAFI contracts or become a part of the NAFI organization.

3. Employee Relationship. The services to be performed under this contract do not require the Contractor or their personnel to exercise personal judgment and discretion on behalf of the NAFI. Rather, the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor. Rules, regulations, directives, and requirements that are issued by the NAFI under its responsibility for good order, administration, and security are applicable to all personnel who enter the Military Installation or who travel on NAFI transportation. This is not to be construed or interpreted to establish any degree of NAFI control that is inconsistent with a non-personal services contract.

4. Inapplicability of Employee Benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

5. Notice. It is the Contractor's, as well as the NAFI's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

F.6 EXECUTION PACKAGE ACNF-0032-E

1. The Contractor shall, within 10 calendar days of contingent contract award, submit performance and payment bonds. The Contractor shall within 14 calendar days of award, submit insurance certificates, schedule of values, and Contractor-prepared progress schedule for Contracting Officer's review and approval. Notice to Proceed will not be issued until acceptance of all the above listed documents.

2. The Contractor shall submit the project area use plan, safety and activity hazard analysis plan, quality control management plan, environmental protection plan (if applicable), and submittal registry 60 calendar days before any construction activity begins.

F.7 CONSTRUCTION PROGRESS SCHEDULE AND TRACKING ACNF-0033-E

The Contractor shall use an industry standard, appropriate for the work, network analysis system to determine the critical path for construction and shall submit Progress Schedule showing the manner in which it intends to prosecute the work.

1. Changes to the approved network analysis system shall be accomplished under the following guidelines:

1.1. Float or slack is not time for the exclusive use or benefit of either the NAFI or the Contractor. (In the context of this progress schedule, "slack" is defined as the amount of time between the early start date and the late start date, or the early finish and the late finish date for an activity.) It is non-critical time identified through the network analysis system as being available for use to compensate for unexpected changes to the approved network analysis.

1.2. If the Contractor desires to deviate from the approved network analysis due to changes in its method of operating, sequence of work, or resource availability, it shall notify the Contracting Officer in writing prior to making any changes, stating the reasons for the change. If the Contracting Officer considers these changes to be of a major nature, they may require the Contractor to revise and submit for approval, without additional cost to the NAFI, all the affected portion of the diagrams and mathematical analysis to show the effect on the entire project. A change may be considered of a major nature if the time estimated to be required or used for an activity or the logical sequence of activities is varied from the approved network to a degree that there is a reasonable doubt the approved rate of progress and/or milestone completion dates will be achieved. Changes, which affect activities with adequate float time, shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when their cumulative effect might affect the contract or milestone completion dates.

2. Progress Schedule Preparation. The Progress Schedule shall be prepared using an approved network analysis system and shall:

2.1. Show proposed sequence of work, in the form of time-scaled summary network diagram (Gantt Chart), with the start and completion dates for all salient features and stages (including acquiring materials, plant, and equipment) and the related interdependencies between various activities.

2.2. State the number of days remaining to be worked for each incomplete activity as of the report date and the number of days from the actual start and actual finish dates for completed activities.

2.3. Show the progress along the critical path in terms of days ahead or behind the allowable dates and report progress along other paths with negative float.

2.4. Include progress chart of suitable scale to indicate the projected percentage of work completed by any given date during the period, summarized on one sheet, maximum size of 30" by 42".

2.5. Indicate on the chart the important work activities that are critical to the timely overall completion of the project. Key dates for important features or portions of work features are milestone dates and shall be indicated on the chart. Based on this chart, the Contractor shall prepare an earnings-time curve ("S" curve) showing the rate of progress in terms of money and percent completion.

2.6. Include a narrative report with the updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed to achieve the approved network and mathematical analysis.

2.7. Compute the actual progress. Each significant activity in both design and construction phases of the project shall be represented and a cost for the activity indicated. The sum of the activity costs will total to the contract amount for the project. Schedule progress may not include the value of materials or equipment delivered to the job site but not yet incorporated into the work.

3. Progress Schedule Submission.

3.1. The Contractor shall, within 14 calendar days of award, submit the official progress schedule to the Contracting Officer.

3.2. The Contractor shall allow 21 calendar days for each review of the initial and updated submittal.

3.3. Notices to Proceed (NTPs) are issued for each design and construction phases as listed in the contract. Each NTP is issued based on the Contractor-proposed and the NAFI-accepted duration for each phase and

will reflect a due date for each phase based on those durations. Upon receipt of each NTP, the Contractor shall, within five (5) days submit an updated Progress Schedule indicating the periods of time required to perform the work for that stage.

3.4. The Contractor shall submit at monthly intervals, and as part of its monthly payment request, an updated schedule. The update shall show the activities or portions of activities completed during the reporting period and their total value as the basis for the Contractor's periodic request for payment. Payment made pursuant to the clause ACNH-0046-E PAYMENTS UNDER FIRM-FIXED PRICE CONSTRUCTION CONTRACTS will be based on the total value of such activities completed or partially completed after verification by the Contracting Officer.

3.5. The Contractor shall participate in a review and evaluation of the proposed diagram and analysis with the Contracting Officer. Any revision necessary as a result of this review shall be resubmitted for approval of the Contracting Officer within 10 calendar days after the pre-construction conference at the Installation.

3.6. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

4. Progress Tracking.

4.1. The progress schedule is used as a tool to track progress. This schedule shall be the medium through which the timeliness of the Contractor's construction effort is appraised, and periodic payment estimates are processed pursuant to the contract clauses. The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so, shall immediately deliver the annotated schedule to the Contracting Officer.

4.2. The Contractor shall meet the identified due date, and the progress schedule shall be updated monthly to ensure alignment with the NTP.

4.4. Progress meetings will be conducted every seven (7) days to ensure the project is on schedule. The approved network and mathematical analysis will then be used by the Contractor for planning, organizing, and directing the work, for reporting progress and for requesting payment for work accomplished.

4.5. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take such steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the NAFL. In this circumstance, the Contracting Officer may require the Contractor

to increase the number of shifts, overtime operations, and/or days of work, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

4.6. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer. Extensions of time for the performance required under contract clauses ACNI-0007 CHANGES I.4, ACNH-0048-E DIFFERING SITE CONDITIONS, or ACNI-0024 SUSPENSION OF WORK will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total float along the paths involved. Where float exists, the activities shall be scheduled at the time when they are planned to be accomplished.

5. Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may withhold of progress payments, and may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the terms of the contract.

F.8 OPERATION AND MAINTENANCE DATA ACNF-0034-E

1. Within 14 calendar days after the final inspection and acceptance of the facility, the Contractor shall prepare and submit to the Contracting Officer three (3) complete sets of information describing the operation and maintenance of all building systems, equipment, finishes and irrigation/control systems. The information shall be in 8-1/2-inch x 11 inch three-ring binders with durable plastic covers with the words "Operation and Maintenance Manual," the name and address of the project, Contractor, and Architect neatly and permanently marked on the cover.

2. Information shall be logically organized and subdivided in sections on the basis of operation without regard to construction trades, subcontractors, or specification sections. Each section shall be neatly tabbed and identified for easy reference. The operation and maintenance manuals shall contain, at a minimum:

2.1. Complete list of subcontractors noting applicable specification section, item of work, subcontractor's name, address, telephone number, and the name of the person to contact;

2.2. Special instructions for reporting all warranty issues to the appropriate point of contact, whether directly to a subcontractor, the general contractor or a manufacturer. Following these instructions will in

no way void the general or extended warranties afforded under this contract;

2.3. Color Schedule;

2.4. Schedule of values of construction work incorporating costs of any change orders;

2.5. Manufacturer's recommendations for operation and maintenance of all fixtures, equipment, and systems including charts, diagrams, performance curves, catalog data, and maintenance manuals;

2.6. Manufacturer's recommendations for use and maintenance of all finish materials;

2.7. Duplicate copies of all warranties, guarantees, and bonds;

2.8. Detailed instructions and schedules for maintaining and caring for any landscaping associated with an ordered project;

2.9. Schedule of values of construction work incorporation of costs of any change orders; and

2.10. Original and one copy of all warranties, guarantees, and bonds.

F.9 PROGRESS PHOTOS ACNF-0040-E

The Contractor shall produce and maintain digital photos of the project during all phases of construction in enough detail to demonstrate the quality of work and to support the completion of work for progress payments, if required by the contract. At a minimum, photos shall show site overview from variable angles to see all facets of work being performed, and specific detail photos of critical work that will be covered or unable to be inspected without demolition. The Contractor shall submit photos with each request for payment in accordance with and in addition to clause ACNI-0022 INVOICES The Contractor shall maintain these photos and provide a complete copy of all photos taken during the contract performance with requests for final payment.

F.10 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS ACNF-0043

Any subcontractors and outside associates or consultants utilized by the Contractor in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitution of such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer. The Contractor shall provide a list of anticipated subcontractors to be used on the project with the submission of resumes in response to a solicitation under this contract.

F.11 MINIMUM QUALITY ACNF-0044

Services and products provided under this contract shall be provided in a professional manner and shall be equal to those of the highest quality provided by commercial operations. Contractor shall ensure the finished products are in accordance with the designs, formulas, recipes, and specifications, which are customary and standard for the type of operation conducted.

F.12 HAZARDOUS MATERIAL IDENTIFICATIONS AND MATERIAL SAFETY DATA ACNF-0045

1. "Hazardous Material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

2. The Contractor must list any hazardous material, as defined in paragraph 1 of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

3. The Contractor shall update the hazardous material during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

4. If, during the period of performance of this contract, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate data submitted under this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

5. Neither the requirements of this clause, nor any act or failure to act by the NAFI, shall relieve the Contractor of any responsibility and liability for the safety of personnel and property as it pertains to the NAFI, Government, Contractor, or subcontractor.

6. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and Local laws, codes, ordinances, and regulations in connection with hazardous material; including the obtaining of licenses and permits.

7. In respect to hazardous material, the NAFI'S right in data, furnished under this contract, are as follows:

7.1. To use, duplicate and disclose any data to which this clause is applicable. The purpose of this right is to:

7.1.1. Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of

hazardous materials.

7.1.2. Obtain medical treatment for those affected by the material; and

7.1.3. Have others use, duplicate, and disclose the data for the NAFI for these purposes.

7.2. To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph 7.1 of this clause, in precedence over any other clause of this contract providing for rights in data.

7.3. The NAFI is not precluded from using similar or identical data acquired from other sources.

SECTION G - Contract Administration Data

G.1 EFFECTIVE DATE OF CONTRACT AND PERIOD OF PERFORMANCE FOR FIRM-FIXED PRICE CONSTRUCTION ACNG-0001-E

1. This contract is effective the date of contract award, as signed by the NAFI Contracting Officer on the Contract Award Form, for a period of and will remain in place until final inspection and acceptance by the NAFI.

2. This contract will be automatically terminated in the event of the discontinuance of the operation of the NAFI without cost or liability to either party. In all other instances, the provisions covering termination as set forth in clause ACNI-0025 TERMINATION shall apply.

3. Notwithstanding the foregoing, the parties' obligations and warranties under this contract, and post-contract obligations expressly provided herein, shall survive the expiration or termination of this contract.

G.2 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE ACNG-0004

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.

G.3 MODIFICATIONS ACNG-0010

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.

G.4 PRICE REVISIONS ACNG-0011

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.

G.5 INSURANCE REQUIREMENTS - CONSTRUCTION ACNG-0012-E

1. The Contractor shall procure and maintain at its own expense, during the entire performance of this contract, insurance coverage for workers' comp and automobile bodily injury and property damage liability in amounts listed in this clause, with insurance companies acceptable to

the NAFI. Acceptable is defined as a carrier that is A rated by A.M. Best, Inc., or equivalent.

2. Additional Insured Provisions. The Contractor's insurance shall be primary and non-contributory to any other insurances NAFI activities may have in force. All insurance coverage and shall carry an endorsement waiving the Contractor's right to subrogation. The Contractor and any subcontractor shall name the following as additional Insureds: "All MR, MCX, MCCS, and MCHS Activity components including, but not limited to, NAFI Exchanges, MCCS Business and Support Services, MCX Marine Marts, MCHS Lodging Program, or any other U.S. Government entity or related instrumentality."

3. The Contractor shall provide a Certificate of Insurance to the Contracting Officer within 10 days of the contract award or the task order award as applicable, for all insurance requirements listed in this clause, or for other amounts as listed in the Task Order. The "INSURED" block of the Certificate of Insurance must list both the Contractor's name and the NAFI contract number. Such Certificates of Insurance shall evidence that the below listed insurance is in effect, and that not less than 30 days prior written notice shall be provided to the Contracting Officer in the event of modification, cancellation, or non-renewal of any such insurance coverage. The coverages identified in the paragraphs below may be through any carrier or combination of multiple carriers as long as all comply with paragraph 1. The required minimum limits of coverage shown below will not in any way restrict or serve to diminish Contractor's liability under this contract.

4. Comprehensive General Liability Insurance. Contractor shall maintain the following types and minimum amounts of insurance:

4.1. \$1,000,000 Per Occurrence / \$2,000,000 Total Policy Aggregate;

4.2. \$1,000,000 Personal Injury/Advertising Injury; and

4.3. \$2,000,000 Products and Completed Operations Aggregate.

5. Workers' Compensation and Employer's Liability Insurance. The Contractor shall carry a workers' compensation and employer's liability policy which provides statutory benefits covering all their employees in those states where they are located and working at NAFI facilities, or in support of the NAFI. Contractor shall maintain the following types and minimum amounts of insurance:

5.1. \$1,000,000 per employee / per claim / per occurrence; and

5.2. \$1,000,000 per claim / per occurrence for occupational illness or disease.

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6. Automobile Bodily Injury and Property Damage Liability Insurance. The Contractor shall maintain business auto insurance covering all owned, non-owned, and leased vehicles with a combined single limit of \$1,000,000.

7. Property Insurance Coverage. The Contractor shall obtain and maintain Insurance Services Office, Inc. (ISO) Special Form (special causes of loss - commonly known as "all risk") insurance coverage for all risks including and without limitation, fire, flood, windstorm, earthquake, vandalism, malicious mischief, and extended coverage, that insures all locations, fixtures, and other property leased, licensed, occupied or otherwise authorized for use by the NAFI to the Contractor pursuant to this contract, and the Contractor's owned or leased equipment, fixed assets, supplies, and inventory for the full replacement value thereof, without deduction for depreciation. The form of the policy shall not require any co-insurance payment on the part of the NAFI.

8. Professional Liability Insurance Coverage. The Contractor shall obtain and maintain Professional Liability Insurance with a single limit of \$1,000,000 per occurrence and a total policy aggregate of \$2,000,000.

9. Contractor's Pollution Legal Liability Insurance. The Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance with a single limit of \$1,000,000 per occurrence and a total policy aggregate of \$2,000,000.

10. Builder's Risk. This certificate shall be in the full amount of the contract and shall meet the requirements listed under this this clause. This certificate shall be provided to the Contracting Officer no less than 10 days following the 100% site and civil design submission, and prior to the issuance of any notice to proceed with construction.

11. The Contractor shall insert the substance of this clause, including this paragraph 11, in subcontracts under this contract that require work on a Government Installation and shall require subcontractors to provide and maintain the insurance required under this clause in this Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proof of required insurance and shall make copies available to the Contracting Officer upon request.

G.6 CONTRACT ORDER OF PRECEDENCE ACNG-0015

In the event of a conflict among contract documents, the order of precedence shall be in descending order of importance: written modifications signed by the Contracting Officer, this contract document consisting of sections A-J, any material incorporated by reference, and the Contractor's proposal or any part thereof that is incorporated, even by reference, into the contract.

G.7 COMMUNICATION/CORRESPONDENCE PROTOCOL ACNG-0027

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The Contractor shall communicate through the Contracting Officer's Representative (COR), copying the Project Manager (PM), the Contracting Officer, and the Contract Specialist on all communication/correspondence. The subject line for all correspondence shall include the NAFI contract number and Delivery or Task Order number, if applicable, and the subject or topic of the correspondence. The subject line shall be relevant to the current correspondence, not from a previous communication.

G.8 RETAINAGE ACNG-0029

All design/build and construction orders contained in this contract and/or Task Orders, as applicable, will have 10% retainage withheld from all payment applications. At the final payment application, the Contractor may invoice for the retainage after all punch list items have been complete.

G.9 ELECTRONIC FUNDS TRANSFER ACNG-0030

1. Method of payment. All payments by the NAFI under this contract shall be made by Electronic Funds Transfer (EFT), except as provided in paragraph 2. of this clause. The Contractor shall communicate with SSC.VendorMaint@usmc-mccs.org to coordinate ACH application for submission. The NAFI contracting and technical offices should NOT be copied on documents containing financial account information.

2. Exceptions to the EFT are as follows:

2.1. Contracts awarded to companies located outside the continental United States.

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

2.3. Contracts executed by deployed Contracting Officers during military operations.

2.4. Contracts executed by any Contracting Officer during emergency operations such as in response to natural disaster(s) or national and 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. The waiver will be granted to all such Contractors.

3.2. Infrequently used Contractors. The servicing accounting office will determine, at its own discretion, whether 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 in advance by check when Contracting Officer 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; and

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 NAFI 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 NAFI 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 NAFI 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 NAFI used the Contractor's EFT information incorrectly, the MR or MCCC 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 NAFI 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 NAFI shall not make payment and the provisions of paragraph 6. 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 4. 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 NAFI is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

G.10 CORRELATION AND INTENT - CONSTRUCTION LANGUAGE ACNG-0034-E

1. Such words and phrases as "the Contractor shall," "shall be," "shall consist of," "as indicated on the drawings," "in accordance with," "shall," "and," "the," etc., may be omitted in this contract or a resultant Task Order, however, such words and phrases shall be supplied by implication.

2. Whenever the words "necessary," "proper," or words of like effect are used in the contract or resultant Task Order with respect to the extent, conduct, or character of work required, such words mean the work shall be carried out to the extent, must be conducted in a manner, or be of a character which is "necessary" or "proper" under the circumstances in the opinion of the Contracting Officer. The Contracting Officer's judgment in such matters is final.

G.11 TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY ACNG-0038-E

CPM24-R-1005

For every project, the Contractor shall provide a DD Form 1354 with a detailed schedule of values for all key building components, buildings systems and building and site development costs (a detailed breakdown of all costs associated with the facility) to the Contracting Officer and Contracting Officer's Representative (COR) within five (5) business days after final inspection. The format for the submission of the data will be specified by the COR. It is the Contractor's responsibility to obtain the format information from the COR in sufficient time for preparation and submission of the required data. DD Form 1354 (fillable) in ADOBE (PDF) may be obtained at the following web site:

<https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd1354.pdf>

G.12 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS ACNH-0046-E

1. The MR or MCCS shall pay the contract price as provided in this contract.

2. The MR or MCCS may make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer may authorize material delivered on the site may also be taken into consideration if:

2.1. Consideration is specifically authorized by this contract.

2.2. The Contractor furnished satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

3. Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph 3 from the certification, the certification is still acceptable.)

3.1. I hereby certify, to the best of my knowledge and belief, that-

3.1.1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

3.1.2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this

certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

3.1.3. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

3.1.4. This certification is not to be construed as final acceptance of a subcontractor's performance.

_____ (Name)

_____ (Title)

_____ (Date)

4. Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

4.1. Notify the Contracting Officer of such performance deficiency; and

4.2. Be obligated to pay the MR or MCCS an amount (computed by the Contracting Officer) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

4.2.1. The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

4.2.3. The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

5. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the MR or MCCS and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work or other division of the contract, for which the price is stated separately in the contract,

payment shall be made for the completed work without retention of a percentage.

6. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the MR or MCCS, but this shall not be construed as-

6.1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

6.2. Waiving the right of the MR or MCCS to require the fulfillment of all of the terms of the contract.

7. In making these progress payments, the MR or MCCS shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph 3 shall not apply to that portion of progress payments attributable to bond premiums.

8. The MR or MCCS shall pay the amount due the Contractor under this contract after-

8.1. Completion and acceptance of all work;

8.2. Presentation of a properly executed voucher; and

8.3. Presentation of release of all claims against the MR or MCCS arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment clause of this contract.

9. Notwithstanding any other provision of this contract, progress payments shall not exceed 80% on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, including contract modifications for additional supplies, services or construction, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

SECTION H - Special Contract Requirements

H.1 SERVICE CONTRACT LABOR STANDARDS ACNH-0001

1. The Contractor is advised that this procurement is subject to the requirements of:

1.1. The Service Contract Labor Standards (SCLS) (41 U.S.C. Chapter 67) (previously known as the Service Contract Act of 1965). Attention is directed to the obligation of the Contractor under 41 U.S.C. §6707 (c). Any questions regarding these obligations should be directed to the Department of Labor (DoL).

1.2. Executive Order (EO) 14026, "Increasing the Minimum Wage for Federal Contractors" supersedes EO 13658, "Establishing a Minimum Wage for Contractors" to the extent it is inconsistent with EO 14026. EO 14026 increases the minimum wage rate required by EO 13658 to be paid to workers in performance of the Contract. The Contractor is directed to the Department of Labor's final rule, <https://www.federalregister.gov/documents/2021/11/24/2021-25317/increasing-the-minimum-wage-for-federal-contractors> for additional information concerning the relation of these two (2) Executive Orders. Accordingly, the wage rates in each DoL Wage Determination (WD) attached in Section J apply only if higher than the minimum wage rate required by EO 14026. Also, the fringe benefits set forth in the listed WD(s) remain applicable to this Contract regardless which wage rate is utilized.

2. After award of the Contract, the Contractor agrees to provide to the Contracting Officer, upon request, a copy of any collective bargaining agreement applicable to employees performing under this Contract.

3. Each contract (and solicitation specification therefor) subject to the SCLS Act is required by 41 U.S.C. §6703(5) to contain a statement of the rates that would be paid by the Federal entity to the various classes of service employees if 5 U.S.C. §5341 or 5 U.S.C. §5332 were applicable.

4. The following required statement is attached for information only and provides the NAFI statement of rates that would be paid:

4.1. Statement of wage and fringe benefit rates applicable to Federal Employees pursuant to 5 U.S.C. §5341 or 5 U.S.C. §5332;

4.2. Contribution of 5.1% of basic hourly rate for health and insurance programs;

4.3. Contribution of 7% of basic hourly rate for retirement;

4.4. Paid Federal holidays: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Juneteenth National

Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day;

4.5. Paid annual leave (vacation) is as follows:

Years of Service	Hours of Annual Leave per Week
Less than Three (3)	Two (2)
Three (3) but less than 15	Three (3)
15 or more	Four (4)

4.6. Basic hourly rates by classification are attached in Section J.

5. No services under this Contract covered by the SCLS Act may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the Contractor or any subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to provide the services.

6. The Contractor and subcontractors shall, on the date a service employee begins work on this Contract, deliver to the employee a copy of this clause as provided in this Contract; OR post a notice of the required compensation in a prominent place at the worksite.

7. Each WD attached in Section J establishes the applicable minimum monetary wages and fringe benefits to be provided to Contractor employees performing services under this Contract unless the minimum wage rate specified by EO 14026 applies.

7.1. Each WD will only be changed, as required, via execution of a contract modification by the Contracting Officer.

7.2. Each DoL WD is available electronically and may be found at <https://wdolhome.sam.gov/>.

7.3. If the Contractor is unable to obtain any WD incorporated by reference from the DoL site, the Contractor should request a copy from the Contracting Officer as identified elsewhere in this solicitation or Contract.

7.4. Note: To accurately retrieve the referenced WD from the DoL site, it is necessary to retrieve the correct revision as identified in the Contract.

H.2 INCREASING THE MINIMUM WAGE FOR CONTRACTORS ACNH-0002

1. Executive Order 14026. This contract is subject to Executive Order 14026, the regulations issued by the Secretary of Labor in 29 CFR part 23 pursuant to the Executive Order, and the following provisions.

2. Minimum wages:

2.1. Each worker (as defined in 29 CFR 23.20) engaged in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 14026.

2.2. The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 30, 2022, and December 31, 2022, shall be \$15.00 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 14026 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 14026 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the Contracting Officer, or other Agency Official overseeing this Contract shall ensure the Contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 14026 minimum wage beginning on January 1, 2023. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on <https://alpha.sam.gov/content/wage-determinations> (or any successor website). The applicable published minimum wage is incorporated by reference into this Contract.

2.3. The Contractor shall pay, unconditionally, to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 23.230), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

2.4. The prime Contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the Contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

2.5. If the commensurate wage rate paid to a worker performing work on or in connection with a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C.

214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the Contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the Contractor must pay the worker the greater commensurate wage.

3. Withholding: The Agency Head shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime Contractor under this or any other Federal contract with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full number of wages required by Executive Order 14026.

4. Contract suspension/Contract termination/Contractor debarment: In the event of a failure to pay any worker all or part of the wages due under Executive Order 14026 or 29 CFR part 23, or a failure to comply with any other term or condition of Executive Order 14026 or 29 CFR part 23, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a Contractor and subcontractor as provided in 29 CFR 23.520.

5. Workers who receive fringe benefits. The Contractor may not discharge any part of its minimum wage obligation under Executive Order 14026 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

6. Relation to other laws: Nothing herein shall relieve the Contractor of any other obligation under Federal, state or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or Local law, or under contract, entitle a Contractor to pay less than \$15.00 (or the minimum wage as established each January thereafter) to any worker.

7. Payroll records.

7.1. The Contractor shall make and maintain records for three years containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

7.1.1. Name, address, and Social security Number.

7.1.2. The worker's occupation(s) or classification(s).

7.1.3. The rate or rates of wages paid.

7.1.4. The number of daily and weekly hours worked by each worker.

7.1.5. Any deductions made.

AND

7.1.6. Total wages paid.

7.2. The Contractor shall also make available a copy of the Contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

7.3. Failure to make and maintain, or to make available, such records for inspection and transcription shall be a violation of 29 CFR part 23 and this Contract. In the case of failure to produce such records, the Contracting Officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take action as necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

7.4. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

7.5. Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

8. Flow-down requirement: The Contractor (as defined in 29 CFR 23.20) shall insert this clause in all its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. Executive Order 14026 does not apply to subcontracts for the manufacturing or furnishing of materials, supplies, articles, or equipment, and this clause is not required to be inserted in such subcontracts. The prime Contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

9. Certification of eligibility.

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9.1. By entering into this Contract, the Contractor (and Officials thereof) certifies that neither it 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 the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a) (1).

9.2. No part of this Contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

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

10. Tipped employees: In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the Contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under Section 3(a) of Executive Order 14026. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken. Where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the Contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 14026. To utilize this provision:

10.1. The employer must inform the tipped employee in advance of the use of the tip credit.

10.2. The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit.

10.3. The employees must be allowed to retain all tips (either individually or through a pooling arrangement, and regardless of whether the employer elects to take a credit for tips received).

AND;

10.4. The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

11. Antiretaliation: It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 14026 or 29 CFR part 23 or has testified or is about to testify in any such proceeding.

12. Disputes concerning labor standards: Disputes related to the application of Executive Order 14026 to this contract shall not be subject to the General Disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 23. Disputes within the meaning of this Contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

13. Notice: The Contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act, and laborers and mechanics on contracts covered by the Davis-Bacon Act, the Contractor may meet this requirement by posting the applicable wage determination under those statutes in a prominent and accessible place at the worksite. With respect to workers performing work on or in connection with a covered contract, whose wages are governed by the FLSA, the Contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

H.3 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - CONSTRUCTION ACNH-0003-E

1. Overtime Requirements. No Contractor or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any work week unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph 1 of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the NAFI. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

3. Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor

liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

4. Payrolls and basic records.

4.1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the NAFI until three (3) years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute (previously known as Davis Bacon Act).

4.2. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph 4.1 of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

5. Subcontracts. The Contractor shall insert the provisions set forth in paragraphs 1 through 4 of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs 1 through 4 of this clause.

H.4 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT FOR MULTIPLE YEAR AND OPTION CONTRACTS ACNH-0004

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.

H.5 ESTABLISHING PAID SICK LEAVE FOR CONTRACTORS ACNH-0005

1. Definitions. As used in this clause (in accordance with 29 CFR 13.2)- "Child," "domestic partner," and "domestic violence" have the meaning given in 29 CFR 13.2. "Employee";

1.1. Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

1.1.1. Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

1.1.2. Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

1.1.3. Regardless of the contractual relationship alleged to exist between the individual and the employer; and

1.1.4. Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

1.2. An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

1.3. An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

1.4. "Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

1.5. "Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

1.6. "Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

1.7. "Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2. "United States" means the 50 States and the District of Columbia.

1. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

2. Paid Sick Leave.

2.1. The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

2.2. The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

2.3. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

3. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

4. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any

further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

5. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

6. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

7. Recordkeeping.

7.1. Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

7.1.1. Name, address, and Social Security number of each employee;

7.1.2. The employee's occupation(s) or classification(s);

7.1.3. The rate or rates of wages paid (including all pay and benefits provided);

7.1.4. The number of daily and weekly hours worked;

7.1.5. Any deductions made;

7.1.6. The total wages paid (including all pay and benefits provided) each pay period;

7.1.7. A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

7.1.8. A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

7.1.9. Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f) (5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

7.1.10. A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d) (3);

7.1.11. Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

7.1.12. Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

7.1.13. The relevant covered contract;

7.1.14. The regular pay and benefits provided to an employee for each use of paid sick leave; and

7.1.15. Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b) (5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b) (4).

7.2. (NO TITLE)

7.2.1. If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she [sic] asked to use paid sick leave.

7.2.2. If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a) (i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably

based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

7.3. In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

7.4. (NO TITLE)

7.4.1. Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

7.4.2. If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

7.4.3. The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

7.5. The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

7.6. Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

8. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

9. Certification of Eligibility.

9.1. By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) 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 the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

9.2. No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

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

10. Interference/Discrimination.

10.1. A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

10.2. A contractor may not discharge or in any other manner discriminate against any employee for:

10.2.1. Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

10.2.2. Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

10.2.3. Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

10.2.4. Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

11. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

12. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

13. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract 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.

H.6 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - CONSTRUCTION ACNH-0006-E

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.

H.7 COMPLIANCE WITH OSHA REGULATIONS ACNH-0010

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.

H.8 PROTECTION OF MATERIAL AND WORK ACNH-0011

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.

H.9 EMPLOYMENT ELIGIBILITY VERIFICATION ACNH-0021

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.

H.10 SAFETY REQUIREMENTS/PLAN - CONSTRUCTION ACNH-0032-E

1. The Contractor shall comply with:

1.1. The safety requirements of USACE EM 385-1-1 available at: https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf;

1.2. Contractor shall comply with federal and state regulation and laws concerning the Occupational Safety and Health Act.

2. The Contractor shall provide a safety/hazard plan with activity hazard analysis for all hazardous work to the Contracting Officer's Representative (COR) prior to the date that on-site work is scheduled to begin. The plan shall include the Contractor's procedures, precautions, and prevention for all personnel and subcontractors pertaining to health-related epidemic or pandemic (e.g., COVID-19, in accordance with the State or Centers for Disease Control and Prevention guidelines and recommendations, and/or Installation requirements, and other Executive Orders (E.O.)).

3. Contractor personnel and all subcontractors shall strictly adhere to all CDC safety guidelines and Installation guidelines pertaining to an epidemic affecting the location of the site or a pandemic (e.g., COVID-19) to include social distancing procedures and masking. Ensure you have the latest information from the COR pertaining to Installation access and procedures and restrictions. Any change in work directly impacted by new or changing restrictions shall be reported to the Contracting Officer immediately. The Contractor shall add related safety measures and prevention in their Safety Program/Plan, when indicated by the Contracting Officer.

H.11 SUBCONTRACTS LABOR STANDARDS - CONSTRUCTION ACNH-0033-E

The Contractor or subcontractor shall insert in any subcontracts the clauses entitled COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - CONSTRUCTION, APPRENTICES AND TRAINEES, PAYROLL AND BASIC RECORDS, COMPLIANCE WITH COPELAND ACT REQUIREMENTS, WITHHOLDING, SUBCONTRACT LABOR STANDARDS - CONSTRUCTION, CONTRACT TERMINATION FOR DEBARMENT - CONSTRUCTION, DISPUTES CONCERNING LABOR STANDARDS, and CERTIFICATION OF ELIGIBILITY, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

1. Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (Government Services Administration (GSA) SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph 1. of this clause have been included in the subcontract.

2. Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

H.12 CONTRACT TERMINATION - DEBARMENT ACNH-0034-E

A breach of the contract clauses entitled Construction Wage Rate Requirements Act (previously known as Davis-Bacon Act), Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract and for debarment as a Contractor and subcontractor.

H.13 LIQUIDATED DAMAGES - CONSTRUCTION ACNH-0035-E

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1. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the NAFI in the amount of \$200.00 for each calendar day of delay until the work is completed or accepted.

2. If the NAFI terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

3. Liquidated damages for this contract were calculated in accordance with the following:

Project Cost	Estimated Liquidated Damages per Calendar Day*
\$2,000 - 24,999	\$80.00
\$25,000 - 49,999	\$110.00
\$50,000 - 99,999	\$140.00
\$100,000 - 500,000	\$200.00
Each additional \$100,000 (up to \$5 million)	Add \$50.00
Each additional \$100,000 above \$5 million*	Add \$25.00

*Not to exceed \$5,000.00/Day

H.14 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS ACNH-0036-E

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 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 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 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 always posted 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.

H.15 PAYROLL AND BASIC RECORDS ACNH-0037-E

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.

H.16 APPRENTICES AND TRAINEES ACNH-0038-E

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.

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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 performed. In addition, any apprentice performing work on the job site more than 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

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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 performed. In addition, any trainee performing work on the job site more than 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.

H.17 COMPLIANCE WITH COPELAND ACT REQUIREMENTS ACNH-0039-E

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

H.18 CERTIFICATION OF ELIGIBILITY ACNH-0041

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.

H.19 PROHIBITION OF SEGREGATED FACILITIES ACNH-0042

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.

H.20 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION ACNH-0043-E

1. Definitions, as used in this clause:

1.1. "Covered area" means the geographical area described in the solicitation for this contract.

1.2. "Deputy Assistant Secretary" means the Deputy Assistant Secretary for the Office of Federal Contract Compliance Programs, U.S. Department of Labor, or a designee.

1.3. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

1.4. "Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at <https://www.dol.gov/agencies/ofccp/faqs/lgbt>

1.5. "Minority" means:

1.5.1. 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).

1.5.2 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);

1.5.3. Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

1.5.4. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

1.6. "Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at <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 such 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 in 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 in 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 at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to 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 by continually monitoring 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 rest rooms 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 paragraphs 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 paragraphs 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 shall be established. 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, so as 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).

H.21 DIFFERING SITE CONDITIONS ACNH-0048-E

1. The Contractor shall immediately upon discovery, before conditions are disturbed, give written notice to the Contracting Officer of subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or which are of an unusual nature and differ materially from those ordinarily encountered and generally recognized as inherent in the character of work provided for in this contract.

2. After receiving written notice, the Contracting Officer shall promptly investigate the site conditions. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

3. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required in paragraph 1. Work completed under differing site conditions without notice to the Contracting Officer is at the Contractor's risk and is eligible for an equitable adjustment only at the discretion of the Contracting Officer.

4. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

H.22 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK ACNH-0049-E

1. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work, or its cost, including, but not limited to:

1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;

1.2. Availability of labor, water, electric power, and roads;

1.3. Uncertainties of weather, river stages, tides or similar physical conditions at the site;

1.4. Conformation and conditions of the ground; and

1.5. Character of equipment and facilities needed preliminary to and during work performance.

2. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials, or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the NAFI, as well as from drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the NAFI.

3. The NAFI assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the NAFI. Nor does the NAFI assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers, employees, or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

H.23 MATERIAL AND WORKMANSHIP ACNH-0050-E

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.

H.24 SUPERINTENDENCE BY THE CONTRACTOR ACNH-0051-E

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.

H.25 OTHER CONTRACTS ACNH-0052

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.

H.26 USE AND POSSESSION PRIOR TO COMPLETION ACNH-0056-E

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.

H.27 CLEANING UP ACNH-0057-E

CPM24-R-1005

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.

H.28 AVAILABILITY AND TEMPORARY USE OF UTILITY SERVICES ACNH-0058

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.

H.29 POST-AWARD CONFERENCES ACNH-0061-E

1. Post-Award Conference. The NAFI will conduct a post-award conference at the project site or virtually as soon as possible after contract or Task Order award is made to the successful Contractor. This conference will be coordinated with issuance of the Limited Notice to Proceed (LNTP) for all tasks ready to begin (for example, beginning design, ordering long lead items and certain materials, etc.). The Contractor and major subcontractor representatives shall participate. All designers need not attend this first meeting. The NAFI will provide an agenda, meeting goals, meeting place, and meeting time to participants prior to the meeting. The post-award conference will include determination and introduction of contact persons and their authorities, contract administration requirements, discussion of expected project progress processes, and coordination of subsequent meetings for quality control and the Initial Design Conference (see paragraph 2 below). The NAFI will introduce the Contracting Officer's Representative (COR), facility users, facility command representatives, program managers and Installation representatives. The Contractor shall introduce major subcontractors and other key staff. Expectations and duties of each person will be defined

for all participants. Following the conference, a meeting roster will be developed and distributed by the NAFFI with complete contact information including name, office, project role, phone, mailing, physical and email addresses.

2. Initial Design Conference. The Contractor shall conduct the Initial Design Conference. The initial design conference may be scheduled and conducted at the project site or virtually during or any time after the post-award conference. All architect/engineers shall participate in this conference. The purpose of the meeting is to introduce everyone and to make sure any needs the Contractor has have been assigned to the appropriate person. The Contractor shall provide the roster and minutes for this conference.

3. Pre-Construction Conference. Before starting construction activities, the Contractor and NAFFI will jointly conduct a Pre-Construction Conference to discuss any outstanding requirements and to review local Installation requirements for the start of construction. It is possible there will be multiple Pre-Construction Conferences based on the content of the design packages selected by the Contractor. The Contractor will provide minutes of this meeting to all participants.

4. Coordination Conferences and/or Progress Meetings. Routine conferences will be scheduled by the Contracting Officer or the duly appointed COR throughout the life of this contract. Meetings will be held to discuss contract administration, Contractor quality control, phasing, scheduling, and other aspects relating to this construction. The Contractor shall send a qualified representative to be present at each of these meetings. Meeting minutes shall be prepared by the Contractor and shall be submitted to the Contracting Officer and COR in writing no later than one week after the conference.

H.30 BANKRUPTCY ACNH-0062

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.

H.31 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS ACNH-0063

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.

H.32 DEFAULT - FIXED-PRICE CONSTRUCTION ACNH-0065-E

1. If the Contractor refuses or fails to prosecute the work, or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the NAFI may, by written notice to the Contractor, terminate the right to proceed with the work or the separable part of the work that has been delayed. In this event, the NAFI may take over the work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the NAFI resulting from the Contractor's refusal or failure to complete the work within the specified time, whether the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the NAFI in completing the work.

2. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if both 2.1 and 2.2 below apply.

2.1. The delay in completing the work arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

2.1.1. Acts of God or of the public enemy;

2.1.2. Acts of the NAFI or other Government entity, in either its sovereign or contractual capacity;

2.1.3. Acts of another contractor in the performance of a contract with the NAFI or other Government entity;

2.1.4. Fires;

2.1.5. Floods;

2.1.6. Epidemics;

2.1.7. Quarantine restrictions;

2.1.8. Strikes;

2.1.9. Freight embargoes;

2.1.10. Unusually severe weather; or

2.1.11. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers.

2.2. The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the clause ACNI-0039 DISPUTES.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for convenience of the NAFI.

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

H.33 PROTEST AFTER AWARD ACNH-0066

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 stoppage. 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.

H.34 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM ACNH-0067

United States law will apply to resolve any claim of breach of this contract.

H.35 WALSH-HEALY PUBLIC CONTRACTS ACNH-0068-E

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount that exceeds or may exceed \$15,000, it is subject to the Walsh-Healey Public Contracts Act, as

amended (41 U.S.C. 6501 et seq.), and the following terms and conditions apply:

1. All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

2. All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. Chapter 8), and Secretary of Labor implementing regulations.

H.36 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER ACNH-0071-E

1. Upon acknowledgement of the Limited Notice to Proceed (LNTP), or the Full Notice to Proceed (FNTP), and continuing throughout the contract period, the Contractor shall record, on the daily Contract Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. To be considered an adverse weather delay day, the delay must prevent work on critical activities for 50% or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather and be recorded as full days. If the number of actual adverse weather delay days exceeds the normal number of adverse weather days expected, the Contracting Officer may convert any qualifying delays to calendar days, giving full consideration for equivalent fair-weather workdays, and issue a modification allowing for additional time in the contract schedule.

2. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause ACNH-0065-E DEFAULT - FIXED-PRICE CONSTRUCTION. The Contractor shall ensure that the project schedule allows for normal weather patterns in the geographic area in which the work will be performed. The National Oceanic and Atmospheric Administration (NOAA) may provide some information for the geographic location of the project and usual weather patterns. Unless the Contractor can prove to the Contracting Officer's satisfaction that extreme unusual weather patterns were encountered during the construction phases of the project and that this unusual weather could not reasonably have been expected to occur or be avoided, claims for weather related delays will not be approved.

H.37 PROJECT BULLETIN BOARD ACNH-0072-E

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Immediately upon beginning construction work under this contract, the Contractor shall provide at the job site a weatherproof bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire, and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all workers at the job site, including the public. Legible copies of the aforementioned data shall be displayed until all work under the contract is completed. The bulletin board shall be three feet high by five feet wide (3'X5'), having not less than two hinged or sliding glass doors with provisions for locking. The bulletin board shall remain the property of the Contractor and shall be removed by the Contractor upon completion of the contract.

H.38 SCHEDULED OUTAGES ACNH-0073-E

1. All outages, including, but not limited, to utility interruptions and road closures, shall be as short in duration as possible and shall be requested by the Contractor in writing to the Contracting Officer's Representative (COR) in advance. In no case shall scheduling occur less than 21 days prior to the required outage, unless otherwise instructed by the COR. The Contractor shall obtain required utility outage request forms from the COR. The Contractor shall provide the following with the outage request:

1.1. Type of utility, access or service to be disrupted;

1.2. Areas and/or facilities affected;

1.3. Expected duration of outage;

1.4. Date of proposed outage;

1.5. Names of person authorized to make decisions on the contract; and

1.6. On-site point of contact and telephone numbers.

2. The Contractor shall obtain in writing from the COR a statement or schedule giving the permissible times of outages for particular Installations or activities and the maximum time allowed for each outage. Any utility outage expected to exceed one (1) hour in duration shall be scheduled for the weekend (Saturday/Sunday) and shall not exceed six (6) hours in duration. No outage shall occur until written approval is received from the Contracting Officer or COR. The Contractor shall strictly observe such schedules and is responsible for any violations.

H.39 RECORD (AS-BUILT) DRAWINGS ACNH-0076-E

1. At least 14 days prior to the final inspection, the Contractor shall prepare and submit to the Contracting Officer, complete as-built

project drawings and specifications. Documents shall be neatly marked to show an accurate "as-built" record of construction. If the "as-built" drawings must be redone as a result of the final inspection, the Contractor shall prepare and submit corrected final "as-builts" to the Contracting Officer. Contractor shall also provide the redline documents with the final drawings for NAFI review. Final payment, if applicable, is contingent upon completion of the final "as-built" drawings. Final record drawings shall be stamped (seal) by the Architect/Engineer (A/E) of Record.

1.1. Changes and corrections entered on the documents shall be indicated by a lettered circle and noted as "Record Drawings" in the revision space provided. If no revisions or corrections are necessary on individual drawings, insert the notation "Record Drawing - No Changes" in or below the revision block.

1.2. Neatly mark specifications to indicate names of products and manufacturers incorporated in the project.

2. The Contractor shall carefully mark drawings during construction to accurately locate elements that will be concealed when the project is completed. Contractor shall carefully measure and show dimensions of all concealed work including, but not limited to, piping, electrical services, and conduit.

3. The As-Built drawings shall also show the location and description of any utility lines or other installations known to exist within the construction area. The location and description of exterior utilities, including measured horizontal distances from utilities to permanent facilities/features shall be shown. Measurements shall be within an accuracy range of six inches (6") and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall show all change-in-direction points and all surface and underground components (e.g., valves, manholes, drop inlets, cleanouts, meters, etc.). The general depth range of each underground utility line shall be shown (e.g., 3'-4' depth, etc.). A complete description of all exterior utilities shall include the actual quantities, sizes, and materials.

H.40 RIGHTS IN DATA - CONSTRUCTION ACNH-0077-E

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.

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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.

H.41 SPECIFICATIONS, DRAWINGS, OR DESIGN DISCREPANCIES ACNH-0078-E

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.

H.42 CONSTRUCTION CONFORMITY WITH DRAWINGS AND SPECIFICATIONS ACNH-0079-E

1. Prosecution of work shall be made without willful or substantial deviation from contract drawings and specifications, unless otherwise directed in writing by the Contracting Officer.

2. To avoid delays in the prosecution of the work, such deviation may be authorized in a written order by the Contracting Officer to approve such deviation; and thereafter such written order will be modified into the contract in accordance with clause ACNI-0007 CHANGES.

3. All work provided, and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, details, gradations, physical, and chemical characteristics of materials and other specific requirements of the drawings and specifications. Where the terms "in conformity with," "in agreement with," "in compliance with," or terms of like exactness occur in the drawings and specifications, they shall be understood to imply "in reasonable close conformity with."

4. Where definite tolerances are specified in the drawings and specifications, such tolerances shall fix the limits of conformity. Where tolerances are not specified in the drawings and specifications, the architect/engineer (A/E) shall determine the limits of conformity in each individual case and furnish to the Contracting Officer supporting data required to make a final and conclusive determination that is mutually accepted by the contracting parties. The Contracting Officer will modify this acceptance into the contract.

5. If materials or the finished product in which the materials are used are not within conformity with the drawings and specifications, but acceptable work has been produced, the A/E shall make a recommendation to the Contracting Officer as to whether the work is acceptable and should remain in place. The A/E shall furnish to the Contracting Officer necessary documents on the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as the A/E deems necessary to conform to the A/E determination based on engineering judgment and in accordance with current construction practices. In addition, the Contractor shall construct the project without additional compensation in accordance with such corrected or revised designs, drawings, and specifications. The Contractor shall not deviate from the final accepted design, plans, and specifications, unless a written request is submitted to the Contracting Officer identifying and justifying any corrections/revisions/changes and the Contracting Officer acknowledges acceptance of such change(s) in writing. Any changes performed without the acceptance of the Contracting Officer may result in rejection and re-work (in accordance with the original plans and specifications) at the Contractor's expense.

6. If the A/E finds the materials or the finished product in which the materials are used or the work provided are not in conformity with the drawings and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no additional expense to the NAFI.

7. Deviations from the contract drawings, specifications, and approved shop or working drawings, which may be required to properly effect construction, will be determined by the A/E who shall make a recommendation to the Contracting Officer. To effect the change, it must be authorized by the Contracting Officer in writing.

8. 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. 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 performance in accordance therewith.

H.43 UNDEFINITEZED CONTRACT ACTIONS ACNH-0081

1. In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (UCA) (emergency Delivery or Task Order, contract modification, or letter contract). The contract action may be either verbal, typed, or handwritten, with the form of the UCA dictated by the Contracting Officer. If issued verbally, the Contracting Officer shall provide a written confirmation to the Contractor within five (5) calendar days after issuance of the verbal UCA. If an UCA is issued under an existing contract, the terms and conditions of the contract shall be in effect and incorporated by reference under any order or modification issued to definitize such action.

2. The scope of work as originally issued on the UCA will, of necessity, be somewhat broad and general in nature. The UCA is to be considered as a Notice to Proceed immediately with the work under the UCA. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the Contractor and an estimated completion date shall be identified on the UCA. If the Contractor believes the amount of funds obligated or time for completion as stated in the UCA are unreasonable, the Contractor shall within 10 calendar days after issuance of the written UCA, notify the Contracting Officer of the recommended amount of funds for obligation or time for completion. In no instance shall the Contractor's recommendation be considered as binding to the Contractor or the NAFI in future negotiations. The NAFI may or may not elect to use the Contractor's recommendation(s) as an indication that additional funds or time for completion may be required and obligated or adjusted, respectively.

3. Within a reasonable amount of time after the issuance of the UCA (seven (7) days or an estimated 15% period defined under the UAC, whichever is longer), an authorized representative of the Contractor must meet, either in person, virtually or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to

definitize the contract action..

4. Payments can be made from the original amount obligated, but the UCA must be definitized before payments exceed 30% of the funds originally obligated.

H.44 EXTRAS ACNH-0085

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.

H.45 NAFI PROPERTY ACNH-0086

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.

H.46 POST-AWARD MODIFICATION PROPSALS-PRICE BREAKDOWN ACNH-0088

1. If any change in work will require an increase in the contract amount, the Contracting Officer shall indicate in a Request for Proposal (RFP) to the Contractor for the change, which of the following methods will be used in pricing the change. The NAFI is not obligated for costs associated with the development or production of any proposals provided to the NAFI.

1.1. Lump Sum. When a change in work is identified, the Contracting Officer may elect to have the work performed on a lump sum basis. The Contractor shall submit a lump sum proposal within the time allotted in the RFP. The Contractor shall provide a breakdown of lump sums, separate for each project (if applicable), offered in the below pricing schedule in sufficient detail to permit an analysis of (1) material; (2) labor; (3) equipment; (4) subcontract; (5) overhead cost; and (6) profit. The Contractor's quote must state unit quantities, unit prices, units of measure, and extended prices for each cost element supporting the lump sum amounts provided by the Contractor for each task. Profit shall be shown as a separate element on the breakdown. These breakdowns will be used to determine price reasonableness, the Contractor's understanding of the project, and the NAFI's understanding of the Contractor's proposed technical solution. The NAFI reserves the right to request proposal breakdown by unit. The proposal shall be itemized and segregated by labor and materials for the various components of the Change in Work (no aggregate labor total shall be acceptable) and shall be accompanied by signed proposals of any Subcontractors of any tier who shall perform any portion of the Change in Work and of any persons who shall furnish materials or equipment. The lump sum proposal may include up to 5% Overhead and Profit to each entity up to three (3) tiers supervising the change in work.

1.2. The portion of the proposal for labor, whether by Contractor's forces or the forces of its subcontractors of any tier shall

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include reasonable anticipated base hourly wages of Job Site labor who shall be directly involved in the work for such time as they shall be involved, plus payroll costs and up to 15% calculated on such anticipated base hourly wages, but not on the payroll costs, as Overhead and Profit for the Contractor or Subcontractor of any tier, as applicable. Only an entity actually performing the change in work or a portion thereof shall be entitled to the mark-up for Overhead and Profit.

1.3. The portion of the proposal relating to material costs shall include the reasonably anticipated material costs to Contractor or to its Subcontractors of any tier up to 15% of said material costs as Overhead and Profit for Contractor or Subcontractor of any tier. Only an entity actually performing the change in work or a portion thereof shall be entitled to the mark-up for Overhead and Profit.

1.4. The portion of the proposal relating to rental costs shall include the reasonably anticipated rental costs to the Contractor or to subcontractors of any tier for rental equipment to be used in the Change in Work (either actual rates or discounted local published rates), and up to 5% of said rental costs as Overhead and Profit for Contractor or Subcontractor of any tier. Only an entity actually performing the change in work or a portion thereof shall be entitled to the mark-up for Overhead and Profit.

1.5. Time and Materials Method. If the Contracting Officer elects to have the change in work performed based upon the Time and Materials Method, it shall be performed, whether by Contractor's forces or the forces of its Subcontractors of any tier, at actual cost to the entity performing the Change in Work. The cost for such work shall be limited to the terms and conditions in the contract and special instructions in the "Not to Exceed" amount of the modification authorized by the Contracting Officer.

2. The NAFI shall have no obligation or liability on account of a change in work except as specifically provided in the modification.

3. If the Contractor does not respond promptly or disagrees with the method of adjustment in the contract amount, the Contracting Officer shall make the adjustment in the amount determined to be fair and reasonable for the work and shall issue the modification.

4. Changes Requiring a Decrease in Contract Amount. If the change in work shall result in a decrease in the contract amount, the Contracting Officer may request a quotation by the Contractor for the amount of this decrease for use in preparing a contract modification. This quotation shall include a credit to the NAFI for Overhead and Profit. The Contractor's quotation shall be forwarded to the Contracting Officer within the time allotted in the Request for Proposal (RFP) and, if acceptable to the Contracting Officer, shall be incorporated in the

contract modification. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of the decrease, which may be based on a lump sum properly itemized or on such other basis as the parties may mutually determine.

5. Overhead and Profit as used in this clause shall include all other cost and expenses of any nature which the Contractor or any of its Subcontractors of any tier may incur in the performance of or in connection with a change in work including, but not limited to:

5.1. Material receiving, handling, scaffolding, distributing, storing, hoisting and protecting;

5.2. Permits, fees, insurance, bonds and taxes;

5.3. Pumping of water, appliances, consumables, temporary facilities, vehicles and equipment, small tools, clean-up, fire and/or weather protection, security, fencing, guardrails, stairways, drinking water, heat, access to the project, and trash disposal;

5.4. Job Site and Home/Branch Office supervision, Home and Branch Office overhead and profit (including any extended or unabsorbed overhead), and field operations;

5.5. Impacts, inefficiency, delays, acceleration (actual or constructive), and ripple effect; and

5.6. Estimation of scheduling, engineering and drafting services. The Contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit any analysis of all material, labor, equipment, subcontract and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, the justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

H.47 ENVIRONMENTAL REGULATORY PERMITS ACNH-0089-E

1. The architect/engineer (A/E) shall contact the appropriate Federal, State, Local, and interstate pollution and environmental control agencies to determine the permits required and the procedures and documentation necessary to obtain them. A written record of such contact shall be prepared and furnished within five (5) working days to the Project Manager, Contracting Officer, and Contracting Officer's Representative.

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2. Where formal documents are required to be submitted to obtain permits, the A/E shall prepare all such documents, provide them to the appropriate officials, and submit them to the appropriate agency. Permit requirements shall be ascertained and documented by the A/E during the 35% design stage, where applicable (see clause ACNC-0028 for required Design Stages).

3. The A/E shall provide the following information and data for each required permit with the [PERCENT DESIGN] submittal:

3.1. Permitting authority (State, Local, etc.).

3.2. Type of permit required (construction, operation, etc.).

3.3. Procedure and time necessary to complete the permit application.

3.4. A statement that the project is covered by variances or that permits are not required. If a variance is required, the procedures for obtaining the variance shall be provided. If a permit is not required, reasons and supporting justification (i.e., cite State, local, and/or other regulations) shall be furnished.

3.5. An evaluation of all State and/or local regulations to determine if monitoring devices are needed. Where required, monitoring devices shall be included in the project design.

4. The A/E shall provide the completed permit applications not later than the 65% design submittal or 60 days prior to the 100% design submittal, whichever is earlier. Permit applications shall be ready for signature by the appropriate official and submission to the approving authority.

5. The A/E shall provide all supporting documents, plans, and specifications with the 100% design submittal. The A/E shall also accomplish the necessary coordination to obtain permit application approvals.

H.48 ANTI-KICKBACK PRODECURES ACNH-0092

1. Definitions.

1.1. "Kickback" as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing 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 a prime contract or in connection with a subcontract relating to a prime contract.

1.2. "Person" as used in this clause, means a corporation, partnership, business association of any kind, trust, joint- stock

company, or individual.

1.3. "Prime contract" as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

1.4. "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

1.5. "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

1.6. "Subcontract" as used in this clause, means a contract or contractual action entered into 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" as used in this clause:

1.7.1. Means 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 into 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," as used in this clause, means 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 or 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.

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 offset the amount of the kickback against any monies owed by the United States under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c) (4) (ii) of this clause be paid over to the Government/NAFI unless the Government/NAFI has already offset those monies under subdivision (c) (4) (i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

4. The Contractor agrees to incorporate the substance of this clause, including subparagraph (c) (5) but excepting subparagraph (c) (1), in all subcontracts under this contract which exceed \$100,000.

H.49 WASTE REDUCTION PROGRAM ACNH-0095

Consistent with the requirements of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

H.50 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT ACNH-0096

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/E013496.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.

H.51 ACCIDENT PREVENTION - CONSTRUCTION ACNH-0097-E

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.

H.52 BUY AMERICAN ACT - CONSTRUCTION MATERIALS ACNH-0100-E

1. Definitions, as used in this clause:

1.1 Component- an article, material, or supply incorporated directly into a construction material.

1.2. Construction Material- an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

1.3. Cost of Components-

1.3.1. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether such costs are paid to a domestic firm), and any applicable duty (whether a duty-free entry certificate is issued); or

1.3.2. For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph 1.3.1 of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

1.4. Domestic Construction Material-

1.4.1. An unmanufactured construction material mined or produced in the United States; or

1.4.2. A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

1.5. Foreign Construction Material- a construction material other than a domestic construction material.

1.6. United States- the 50 States, the District of Columbia, and outlying areas.

2. Domestic Preference.

2.1. This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs 2.2 and 2.3 of this clause.

2.2. The Contracting Officer may add other foreign construction material to the list in paragraph 2.2 of this clause if the Government determines that:

2.2.1. The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

2.2.2. The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

2.2.3. The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

3. Request for determination of inapplicability of the Buy American Act.

3.1. Any Contractor request to use foreign construction material in accordance with paragraph 2.3. of this clause shall include adequate information for Government evaluation of the request, including:

3.1.1. A description of the foreign and domestic construction materials;

3.1.2. Unit of measure;

3.1.3. Quantity;

3.1.4. Price;

3.1.5. Time of delivery or availability;

3.1.6. Location of the construction project;

3.1.7. Name and address of the proposed supplier; and

3.1.8. A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph 2.3. of this clause.

3.2. A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph 4. of this clause.

3.3. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

3.4. Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

4. If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph 2.3.1 of this clause. Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

5. Data. To permit evaluation of requests under paragraph 3 of this clause based on unreasonable cost, the Contractor shall include the following information, and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE
COMPARISON

Construction Material Description Unit of Measure Quantity Price
(Dollars)*

Item 1:

Foreign construction material _____

Domestic construction material _____

Item 2:

Foreign construction material _____

Domestic construction material _____

[Contractor shall list name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include all delivery costs to the construction site and any applicable duty, whether a duty-free entry certificate is issued.]

H.53 TRADE AGREEMENT ACT ACNH-0101

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.

H.54 PRODUCTS AND SUBSTITUTIONS ACNH-0102-E

1. Pre-award.

1.1. Products are generally specified by American Society for Testing Materials (ASTM) or other referenced standards and/or by manufacturer's name, model number, or trade name. The Contractor has the option of providing the listed product or submitting an equal substitute product.

1.2. A product proposed as an "equal" shall be such that all its salient characteristics conform to those of the listed brand name product. These salient characteristics may include, but are not limited to the design, function, size, quality, durability, color, style, texture, and other attributes which, given the nature of the project, may significantly affect its acceptability as a substitute for the listed product. The final determination as to whether a proposed substitute product is equal and/or acceptable will be made by the Contracting Officer.

1.3. Contractors who propose to provide substitute products shall submit an itemized list of all proposed substitutions with their proposal.

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This list shall include: the name of the listed product, the name and model of the proposed substitution, the name and address of its manufacturer, and the quantity involved. With this list, provide the following for each proposed substitute item, as applicable:

1.3.1. Catalog cuts completely describing the product and its physical characteristics;

1.3.2. Performance and test data and specifications;

1.3.3. Color and/or pattern selections;

1.3.4. Recommended uses;

1.3.4. Installation recommendations; and

1.3.5. Maintenance instructions.

1.4. Clearly describe any modifications the Contractor plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

1.5. The Contracting Officer is not responsible for locating or obtaining any information not identified in the proposal.

1.6. If no proposed substitutions are included with the proposal and clearly indicated that the proposed product is being offered as an "equal" product, the Contractor shall provide the products listed in the solicitation.

2. Post Award.

2.1. Products listed by manufacturer's name, model number, or trade name generally are for design guidance criteria. The Contractor has the option of providing the listed product or submitting a request to the Contracting Officer for approval to substitute an equivalent product (see paragraph 1.3 above for guidance on what data must be included in any such requests).

2.2. If a product is listed in the contract with the annotation "no substitution," the NAFFI has determined that particular product is the only one that will satisfy the project requirements, and no substitute product will be acceptable.

H.55 AFFIRMATIVE ACTION GOALS ACNH-0103-E

In reference to the AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION, contract clause ACNH-0043-E, the current female goal is 6.9% of work hours. Additional information is available at <https://www.dol.gov/agencies/ofccp/construction>.

H.56 NAFI-FURNISHED INFORMATION - CONSTRUCTION ACNH-0110-E

1. The Contracting Officer may provide any project specific information e.g., surveys, as-built floorplans, etc., as available/applicable. The Contractor may have access to Installation drawings files and archives as available. Some digital files may be available. CD/DVDs are allowed. The DoD has suspended the use of USB flash drives (e.g. thumb drives, flash media cards, and other USB data storage devices). All documents and information furnished by the NAFI shall remain the NAFI's property. Any information and data gained by the Contractor, generated in performing the requirements of this contract remain the sole property of the NAFI.

2. The Contractor shall not disclose or duplicate any information furnished by the NAFI, except as authorized in writing by the Contracting Officer. Any information or data provided by the NAFI shall be returned to the NAFI upon request or when no longer needed for the performance of this contract. Except as may be necessary for the performance of this contract, Contractor shall not use or disclose information concerning the activities of the NAFI without the written prior consent of the Contracting Officer.

H.57 FORCE MAJEURE ACNH-0130

No party shall be responsible for events beyond its reasonable and foreseeable control. Any portion of services scheduled under this agreement, may be cancelled, or, if applicable, rescheduled, by the Contracting Officer prior to performance without advance notice in the event of:

1. Riots, threatened epidemics, Acts of God, or for any unforeseen occurrences which make it impossible for the NAFI to provide a facility for; or otherwise precludes the presentation of, the services and/or events which is the subject of this agreement;

2. NAFI ceases to operate; or

3. Deactivation of the Installation.

H.58 EXTENDED WARRANTIES - EQUIPMENT ACNH-0133

In addition to the requirements outlined in clause ACNH-0134-E WARRANTY OF CONSTRUCTION, the Contractor shall identify which systems or equipment have extended warranties. The Contractor shall also identify the service and maintenance contracts covering all HVAC and control systems in accordance with manufacturers' instructions for a one (1) year period after beneficial occupancy or acceptance of the facility. Upon completion of all construction, the Contractor shall provide extended warranties for specific equipment identified, or as specified in the Delivery or Task Order, or as offered by the manufacturer, to include copies of service and

maintenance contracts on HVAC and control systems. It shall be the Contractor's responsibility to coordinate the extended warranty requirements with the Facilities, Engineering, and Acquisition Division (FEAD). Extended warranties shall be made out to the FEAD as the facility owner.

H.59 WARRANTY OF CONSTRUCTION ACNH-0134-E

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 - Contract Clauses

I.1 EXAMINATION OF RECORDS ACNI-0003

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.

I.2 CHANGES ACNI-0007

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.

I.3 TAXES ACNI-0013

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.

I.4 PERMITS AND LICENSES ACNI-0014

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.

I.5 NON-WAIVER OF DEFAULTS ACNI-0015

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.

I.6 INDEMNIFY AND HOLD HARMLESS ACNI-0016

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.

I.7 CONTRACTOR LIABILITY ACNI-0017

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 re-procurement 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.

I.8 NON-EXCLUSIVE CONTRACT ACNI-0020

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.

I.9 TERMINATION ACNI-0025

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.

I.10 EQUAL OPPORTUNITY BASIC ACNI-0029

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.

I.11 EQUAL OPPORTUNITY FOR VETERANS ACNI-0030

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.

I.12 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES ACNI-0031

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.

I.13 CONVICT LABOR ACNI-0032

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.

I.14 DRUG-FREE WORK PLACE ACNI-0033

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.)

I.15 GENERAL SAFETY REQUIREMENTS ACNI-0034

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If this contract is performed, in whole or in part, on premises owned or under the control of the United States Government, including the NAFI, the Contractor shall conform to all safety regulations and requirements concerning such premises in effect any time during the performance of the contract and take all necessary steps and precautions to prevent accidents. Any violation of safety regulations, not immediately corrected as directed by the Contracting Officer, shall be grounds for termination of the contract under the clause ACNI-0025 TERMINATION.

I.16 ENVIRONMENTAL PROTECTION FOR OPERATIONS ABOARD MILITARY INSTALLATIONS
ACNI-0035-A

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.

I.17 GREEN CLAUSE ACNI-0036

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.

I.18 RESTRICTIONS ON PURCHASES OF FOREIGN GOODS ACNI-0037

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.

I.19 VETS-4212 FEDERAL CONTRACTOR REPORTING ACNI-0038

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>

I.20 DISPUTES ACNI-0039

1. This contract is not subject to the Contract Disputes Act of 1978 (41 U.S. Code Chapter 71). 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 or other relief that is not in dispute when submitted is not a claim under this clause.

3. Contractor shall submit any request for monetary or other relief relating to this contract in writing to the Contracting Officer. A Contractor request shall not be considered a claim unless submitted in writing to the Contracting Officer within 90 days after termination of performance under the contract. This clause will not extend the period for filing claims which is further limited by another clause of the contract. The request shall 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 the 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.

7. The Contractor may appeal the Contracting Officer's dispute decision by mailing or otherwise furnishing the written appeal (two (2) copies, if in hard copy) addressed to the Director, MR, or, if applicable, the Installation Commander, and to the Contracting Officer within 90 days of receipt of the Contracting Officer's decision. The decision of the Director, MR, or Installation Commander is final and conclusive and not subject to further appeal.

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.

I.21 STANDARD INSTALLATION ACCESS ACNI-0048

1. Access to U.S. Military Installations is a privilege that may be granted, denied, or withdrawn by the Installation Commander or their authorized representatives. Department of Defense (DoD) Manual 5200.08, Volume 3, Physical Security Program: Access to DoD Installations, establishes DoD policy and guidance on the types of access and minimum requirements for access. Denial or withdrawal may occur as a result of any type of misconduct or incident determined contrary to the best interest of the mission, security of the Installation, protection of property, welfare of personnel or for any other infraction determined justifiable for denying access.

1.1. The Contractor, subcontractor and their employees requiring Installation access for the performance of this contract shall comply with Installation access control and security requirements when access to the

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Installation is required in performance of contract. Contractor's inability to obtain or maintain Installation access and security requirements does not relieve the Contractor of performance requirements. Security requirements are subject to change. It is the Contractor's responsibility to contact the Contracting Officer Representative (COR) prior to attempting access to ensure compliance with current security regulations. For Marine Corps Installations that have implemented the Defense Biometric Identification Systems (DBIDS), the following applies:

1.1.1. The Defense Biometric Identification System (DBIDS) is the Marine Corps enterprise-wide Installation access control system that is interoperable with other Service access control systems. For Marine Corps Installations that have transitioned to DBIDS, Contractor employees or representatives requiring access to the Installation must register into DBIDS. Once registered, access tokens (ID's) are scanned at the gates by the base police force using handheld scanners to confirm identity and authorization to access the Installation. DBIDS replaces the RAPIDGate system.

1.1.2. Contractors and vendor employees or representatives requiring extended access (greater than 90 days) will be required to register into DBIDS and obtain a DBIDS access token. A criminal history background check for each individual requiring extended access will be included as part of the registration process.

1.1.3. Contractors and vendor employees or representatives requiring short term base access (less than 90 days) will not be issued a DBIDS card but can expect background checks at the gates prior to being allowed access or may be issued a paper pass from the DBIDS registration sites.

2. The following processes are required to register:

2.1. Pre-enrollment is conducted online;

2.2. Paper passes issued for routine visits of 90 days or less;

2.3. DBIDS cards issued for periods greater than 90 days; and

2.4. All DBIDS Cards will be issued/printed for three years;

3. Base access will expire (in the system) based on contract length and or other factors as determined by the Contracting Officer upon award of the contract.

4. To pre-enroll in DBIDS use the following site: <https://dbids-global-enroll.dmdc.mil/preenrollui/#/landing-page>.

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5. Once pre-enrolled, Contractor employees or representatives must schedule an appointment with the Provost Marshal Office (PMO). Contact information will be provided by the COR.

I.22 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES ACNI-0050

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.

I.23 COMBATING TRAFFICKING IN PERSONS ACNI-0052

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.

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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.

I.24 PROHIBITION ON COVERED TELECOMMUNICATIONS, EQUIPMENT, AND SERVICES
ACNI-0054

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.

I.25 LEGAL STATUS ACNI-0002 TEMP

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

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<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/MCPPEL/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.)

SECTION J - List of Documents, Exhibits and Other Attachments

J.1 CONTRACTOR'S INFORMATION ACNJ-0001

Contractor shall provide the information below:

Company Name: _____
Doing Business As (dba): _____

Corporate (Headquarters) Address: _____
Mailing Address: _____
Remittance Address: _____

Unique Entity ID (SAM.gov): _____
Dun and Bradstreet ID (DUNs): _____

Principal Point of Contact (name and title): _____
Phone: _____
Fax: _____
Email: _____

Technical Point of Contact (name and title): _____
Phone: _____
Fax: _____
E-mail: _____

J.2 AUTHORIZED REPRESENTATIVES TO NEGOTIATION AND/OR OBLIGATE ACNJ-0002

The Contractor represents that the following persons are authorized to negotiate (N), obligate (O), or both (B), as indicated under "Authority," on its behalf with the NAFI in connection with this contract. The Contractor further certifies the individuals listed to Obligate or Both has unrestricted authority regarding any action with or that may affect the NAFI as a result of this contract. Contractor shall list at least two (2) individuals with Obligation authority.

<u>Name</u>	<u>Title</u>	<u>Authority</u>	<u>Phone</u>	<u>Email</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

J.3 CONSTRUCTION SAFETY PLAN ACNJ-0005-E

Pursuant to the requirements in clause ACNH-0032-E SAFETY REQUIREMENTS/PLAN - CONSTRUCTION, the Contractor shall complete and submit the following Construction Safety Plan.

Project: [PROJECT NAME]

Contract Number: [DBCOL CONTRACT NUMBER]

1. _____ is the designated superintendent on this project and as such shall be primarily responsible for the administration and supervision of our safety and accident prevention plan.

2. There shall be an ongoing safety program whereby each project shall be discussed at the weekly safety meeting with those persons performing the work. Each employee has been provided with the proper safety equipment including hardhats, safety glasses, hearing protection, and any other equipment necessary for the specific work to be performed and required to wear the equipment where applicable.

3. There shall be weekly safety meetings on [DAY OF WEEK] of each workweek. The meetings shall be held on the job site during normal working hours at the project site.

4. We anticipate no need for any special training or additional instructions pertaining to safety on this project.

5. All work to be performed under this contract shall conform with all applicable federal, state, and local safety regulations as they apply to this work. Attention is given to the requirements of Occupational Safety and Health Administration (OSHA) and to the Army Corps of Engineers safety standards.

6. On site supervision shall be utilized to assure compliance with the plan by all persons entering work area.

7. No temporary buildings shall be used on this site. Drinking facilities are on site and available to crew.

8. The reporting of any lost time accidents shall be directed towards the Contracting Officer's Representative (COR), OSHA, and our worker compensation insurance carrier within 48 hours of occurrence.

9. The work area shall be routinely cleaned up at the end of each working day. Material shall be limited to those that will be installed on the same day they are delivered to site.

10. In event of fire or medical emergency, we shall call the local fire/emergency number provided in paragraph 19 and the COR. All working persons working on this project shall have their personal medical emergency card stating critical data normal to that document.

11. All employees have recently undergone medical examination and are in good physical condition.

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12. We, along with the government, shall have daily inspections of the site and shall note any deficiencies on the daily report. Subsequent corrections shall be reported on the same day they are made.

13. When hazardous materials are to be used during the course of this project, all Material Safety Data Sheets (MSDS) shall be provided.

14. All ladders, scaffolding, and railing shall meet requirements of 29CFR1910.26 et al and meet the standards set forth in EM 385-1-1, Appendix J.

15. Burn permits, if needed, shall be obtained from the Installation fire department for welding and soldering of copper piping.

16. All hand and power tools to be used shall be inspected prior to use and shall meet safety and electrical requirements contained in the safety publications.

17. Bad weather will be cause for work stoppage on any outdoor project work.

18. All personnel working at elevations above 4 feet shall use provisions for fall protection.

19. Emergency Procedures. Lists of emergency numbers are included herein and shall be posted at the project at all times. These emergency numbers include _____ (locality) police, fire department, paramedics, and local hospital emergency numbers. The name and phone numbers of our personnel are included. These numbers shall be kept in an accessible location, which shall be made known to all employees. All project personnel shall be instructed in how to obtain assistance in case of an emergency.

19.1. EMERGENCY: 911

19.2. POLICE: _____

19.3. FIRE DEPARTMENT: _____

19.4. PARAMEDICS: _____

19.5. HOSPITAL: _____

19.6. HEALTH CARE PROVIDER: _____

19.7. PROVIDER ADDRESS: _____

20. CONTRACTOR SIGNATURE _____

Date _____

Attachment Number	Title
J.3	WAGE DETERMINATION
J.4	OVERVIEW PICTURE OF AREA

J.3 WAGE DETERMINATION

"General Decision Number: NC20240018 12/20/2024

Superseded General Decision Number: NC20230018

State: North Carolina

Construction Type: Building

Counties: Craven, Jones and Pamlico Counties in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>· Executive Order 14026 generally applies to the contract.</p> <p>· The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>· Executive Order 13658 generally applies to the contract.</p> <p>· The contractor must pay all covered workers at least \$12.90 per hour (or the</p>

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	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours performing on that
	contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	12/20/2024

* IRON0848-003 07/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 28.75	17.50

 PLUM0421-006 07/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 33.96	13.48

 * SUNC2018-018 08/08/2023

	Rates	Fringes
BRICKLAYER.....	\$ 19.13	0.00
CARPENTER.....	\$ 19.80	4.89
CEMENT MASON/CONCRETE FINISHER...	\$ 16.72 **	0.00
ELECTRICIAN.....	\$ 22.15	5.93
LABORER: Common or General.....	\$ 12.94 **	2.33

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LABORER: Mason Tender - Brick...	\$ 13.17 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.26 **	0.00
LABORER: Pipelayer.....	\$ 16.07 **	3.22
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.00	2.89
OPERATOR: Bulldozer.....	\$ 17.54	2.63
OPERATOR: Forklift.....	\$ 16.75 **	0.00
OPERATOR: Grader/Blade.....	\$ 22.68	3.27
OPERATOR: Roller.....	\$ 15.31 **	1.46
PAINTER.....	\$ 15.55 **	1.05
PLUMBER.....	\$ 23.11	0.00
ROOFER.....	\$ 18.26	4.38
SHEET METAL WORKER.....	\$ 19.67	13.27
TRUCK DRIVER: Dump Truck.....	\$ 15.98 **	2.93

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

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decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

Cherry Point Disc Golf at the Sound of Freedom Golf Course



SECTION K - Representations, Certifications, and Other Statements of Bidders

K.1 TYPE OF BUSINESS ORGANIZATION ACNK-0001

The Offeror, by checking the applicable box, represents that it operates as _____ a corporation incorporated under the laws of the State of _____, _____ an individual, _____ sole proprietorship, _____ a partnership, _____ a nonprofit organization, or _____ a joint venture.

K.2 TAXPAYER IDENTIFICATION ACNK-0002

1. Definitions, as used in this provision:

1.1. Common Parent- that corporate entity that owns or controls an affiliated group of corporations that files its Federal Income Tax returns on a consolidated basis, and of which the Offeror is a member.

1.2. Taxpayer Identification Number (TIN)- the number required by the IRS to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN).

2. All Offerors must submit the information required in paragraphs 4 through 6 of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS.

3. The TIN may be used by the NAFI to collect and report on any delinquent amounts arising out of the Offeror's relationship with the NAFI (31 U.S.C. 7701(c) (3)).

4. Taxpayer Identification Number (TIN):

4.1. TIN: _____; or

4.2. TIN has been applied for ___ Yes ___ No; or

4.3. TIN is not required because (select one):

4.3.1. ___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

4.3.2. ___ Offeror is an agency or instrumentality of a foreign NAFI

4.3.3. ___ Offeror is an agency or instrumentality of a Federal NAFI

5. Type of Organization (select one):

- 5.1. ___ Sole proprietorship
- 5.2. ___ Partnership
- 5.3. ___ Corporate entity (not tax-exempt)
- 5.4. ___ Corporate entity (tax-exempt)
- 5.5. ___ NAFI entity (Federal, State, or local)
- 5.6. ___ Foreign NAFI
- 5.7. ___ International organization
- 5.8. ___ Other: _____

6. Common parent (select one):

6.1. ___ Offeror is not owned or controlled by a common parent as defined in Paragraph 1 of this provision.

6.2. ___ Name and TIN of common parent:

6.2.1. Name _____

6.2.2. TIN _____

K.3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS ACNK-0005

1. Principals, for the purposes of this provision, means officers, directors, owners, partners, or persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

2. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and any of its Principals:

2.1. ___ Are ___ Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

2.2. ____ Have ____ Have not, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

2.3. ____ Are ____ Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2.2 above.

2.4. ____ Have ____ Have not, within a three (3) year period preceding this offer, been notified of any delinquent Federal taxes for which the liability remains unsatisfied.

2.5. ____ Has ____ Has not, within a three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

3. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items under paragraph 2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by paragraph 2 of this provision. The knowledge and information of an Offeror is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

6. The certification in paragraph 2 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the NAFL, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION ACNK-0006

Offeror certifies that this proposal or any changes thereto is made without consultation, communication, or agreement for the purpose of restricting competition or manipulating awards, and this proposal has not been disclosed and will not be disclosed prior to award.

K.5 CERTIFICATION OF EMPLOYEES CAPACITY ACNK-0007

1. Offeror shall check the following certifications:

1.1. Employees who will provide direct services on the contract ___ are ___ are not service employees, as defined by 41 U.S. Code § 6701(3). If "are not" is selected, the Offeror certifies that its employees providing direct services on the contract meet one or more of the 29 CFR Part 541 exemptions, as marked below:

- ___ Executive Employee (Subpart B)
- ___ Administrative Employee (Subpart C)
- ___ Professional Employee (Subpart D)
- ___ Computer Employee (Subpart E)
- ___ Outside Sales Employee (Subpart F)

1.2. The Offeror ___ does ___ does not certify that it meets the requirements of 29 CFR Subpart G.

2. Certification by the Offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.

K.6 CERTIFICATION OF NONSEGREGATED FACILITIES ACNK-0008

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker room 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, 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 the sexes.

2. By the submission of this offer, the Offeror certifies 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 Offeror agrees

that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it shall:

3.1. Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

3.2. Retain the certifications in the files; and

3.3. Forward the following notice to the proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES.

A Certification of Nonsegregated 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).

K.7 AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY ACNK-0009

1. Affirmative Action. The Offeror represents that:

1.1. It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

1.2. It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

2. Equal Opportunity. The Offeror represents that:

2.1. It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

2.2. It _____ has, _____ has not filed all required compliance reports; and

2.3. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS ACNK-0010

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing the clause Employment Reports on Veterans (52.222-37)), it has submitted the most recent VETS-100A Report required by that clause.

K.9 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN ACNK-0011

1. Commercially available off-the-shelf (COTS) item -

1.1. Means any item of supply (including construction material) that is-

1.1.1. A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

1.1.2. Sold in substantial quantities in the commercial marketplace; and

1.1.3. Offered to the NAFI, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

1.2. Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

2. The Offeror shall submit certification specified in paragraph 3. of this provision, for the portion (if any) of the contract that:

2.1. Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

2.2. Has an estimated value that exceeds \$500,000.

3. The certification shall state that:

3.1. The Offeror _____ has _____ has not implemented a compliance plan to prevent any prohibited activities, identified in paragraph (b)

52.222-50 Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) 52.222-50 Combating Trafficking in Persons; and

3.2. After having conducted due diligence, either:

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

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

K.10 BUY AMERICAN CERTIFICATE ACNK-0012

1. The Offeror certifies that each end-product, except those listed in paragraph 2 of this provision, is a domestic end-product and that, for other than commercially available off-the-shelf (COTS) items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror should list as foreign end-products those end-products manufactured in the United States that do not qualify as domestic end-products, i.e., an end-product that is not a COTS item and does not meet the component test of the "domestic end-product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end-product," "end-product," "foreign end-product," and "United States" are defined and administratively adopted for purposes of this clause, in 48 CFR 2.101."

2. The Offeror shall list Foreign End-Products:

CLIN	COUNTRY OF ORIGIN

3. The NAFI will evaluate offers in accordance with NAFI policies and procedures.

K.11 TRADE AGREEMENTS CERTIFICATE ACNK-0013

1. The Offeror certifies that each end-product, except those listed in paragraph 2 "Other End-Products" of this provision, is a U.S.-made or

designated country end-product, as defined in the clause ACNH-0101 TRADE AGREEMENT ACT.

2. The Offeror shall list as Other End-Products those supplies that are not U.S.-made or designated country end products.

CLIN	COUNTRY OF ORIGIN

3. The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 Foreign Acquisition restrictions of the Buy American statute. The NAFI will consider for award only offers of U.S.-made or designated country end-products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

K.12 PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROCTANE SULFONATE OR PERFLUOROCTANOIC ACID - REPRESENTATION ACNK-0015

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 Perfluorooctane Sulfonate (PFOS) or Perfluorooctanoic Acid (PFOA). A covered item includes:

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

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

2. Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer any covered items containing PFOS or PFOA.

K.13 PROHIBITION ON COVERED TELECOMMUNICATIONS, EQUIPMENT, AND SERVICES REPRESENTATION ACNK-0016 (NOTE: THE HIGHLIGHTED AREAS MUST BE COMPLETED)

1. Contractor shall provide the following representation in accordance with 48 CFR section 52.204-26 directly to the Contracting Officer (all references to "government" therein shall refer to the NAFI):

The Contractor represents that:

1.1. It will, will not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

1.2. After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

2. If Contractor answers "will" in response to 1.1. and/or "does" in response to 1.2. above, Contractor shall complete representations and provide the NAFLI information as prescribed in 48 CFR section 52.204-24.

3. Contractor may be required to renew the above representation when requested by the Contracting Officer.

K.14 BIOBASED PRODUCT CERTIFICATION ACNK-0017

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

K.15 HAZARDOUS MATERIALS CERTIFICATION ACNK-0018

1. "Hazardous material," as used in this provision, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

2. The Offeror must list any hazardous material, as defined in paragraph 1 of this provision, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this solicitation and ensuing contract.

3. The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified per paragraph 2. of this provision. Data shall be submitted in accordance with Federal Standard No. 313, whether the apparently successful offeror is the actual

manufacturer of these items, or not. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered ineligible for award.

4. Nothing contained in this provision shall relieve the Contractor from complying with applicable federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; including the obtaining of licenses and permits.

SECTION L - Instructions, Conditions, and Notices to Bidders

L.1 DEFINITIONS - SOLICITATIONS ACNL-0001

Definitions, as used herein:

1. Solicitation- a request for proposal (RFP) when a procurement is negotiated.
2. Offer- a proposal that may be negotiated or accepted as-is.
3. Discussions- negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
4. Proposal modification- a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
5. Proposal revision- a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
6. Time, if stated as a number of days- calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and holidays. However, if the last day falls on a Saturday, Sunday, or holiday, then the period shall include the next working day.

L.2 TYPE OF CONTRACT - FIRM-FIXED PRICE, SINGLE AWARD ACNL-0002

The NAFI contemplates award of a negotiated Firm-Fixed Price contract resulting from this solicitation unless an existing government contract is available that may be determined more advantageous to the NAFI.

L.3 SOLICITATION PROCESS ACNL-0003

1. The offeror shall submit proposal packages in accordance with sections K, L, and M of this solicitation.
 - 1.1. The NAFI intends to award a contract(s) resulting from this solicitation to the responsible offeror(s) whose proposal(s) is most advantageous to the NAFI and represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - 1.2. "Best Value" is defined as the offer that is determined by the NAFI to best meet the stated requirements, including quality of the offer, and may not be solely based on the price offered.
 - 1.3. The NAFI may reject any or all proposals if such action is in the NAFI's best interest.

1.4. The NAFI may waive informalities and minor irregularities in proposals received.

1.5. The NAFI may evaluate proposals and award a contract without discussions with offerors (except for clarifications). Offerors are advised that award may be made without discussion or any contact concerning the offer received. The Offeror shall not assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their offer. Therefore, the Offeror's initial proposal should contain the Offeror's most favorable terms the Offeror can submit to the NAFI.

2. The NAFI reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Discussions, exchanges, or negotiations with offerors after receipt of offers do not constitute a rejection or counteroffer by the NAFI. Discussions may be conducted with all Offerors.

2.1. A written award or acceptance of proposal emailed or otherwise furnished to the successful offeror(s) within the time specified in the proposal shall result in a binding contract without further action by either party. Before the specified submission expiration time, the NAFI may accept an offer (whether there are negotiations after its receipt) unless a written notice of withdrawal is received before award.

2.2. Selection of a contractor will be made by an integrated assessment of the Offers submitted. In essence, the integrated assessment will involve a determination by the NAFI of the overall merit of each contractor's offer, recognizing that subjective judgment on the part of the NAFI's evaluators is implicit in the entire process. This award will be made to the Offeror whom the NAFI determines their proposal to be the best value.

2.3. Neither financial data submitted with an offer nor past performances will form a part of the resulting contract.

L.4 PREPARATION OF OFFERS ACNL-0004

1. Offerors are expected to examine the drawings, specifications, schedule, and all instructions contained in the solicitation package, including attachments and clarifying correspondence. Failure to do so will be at the offeror's risk.

2. Each offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the Schedule A (page 1) and initial each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority.

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3. For each item offered, the Offeror shall show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and, where definite quantities are known, enter the extended price/cost. The unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

4. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

5. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

6. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

7. Proposals must be submitted on standard 8-1/2" X 11" paper size. Each page must be numbered in sequence; while the first page or cover page does not need to display the page number, it shall count as page 1. Each section should break with the previous section and start on a new page. Standard promotional literature and brochures are acceptable to supplement proposal responses and should be referenced and included in an appendix. Hard copies of response materials must be bound together; however, individual pages should be easily removed and replaceable for photocopying purposes. Offerors may use "fold-out" 11" X 17" pages for tables, charts, graphs, or pictures that cannot be legibly presented on 8-1/2" X 11" paper. Use a table of contents and tabs for ease of reference. Proposals submitted electronically must adhere to the same page size standards as paper submissions to allow for ease of viewing and printing.

8. Unnecessarily elaborate proposals beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork (outside of that appropriate for the requirement, such as marketing or visual designs), expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.5 ELIGIBILITY OF PROPOSED CONTRACTOR(S) ACNL-0006

Proposals will not be considered if submitted by brokers, active duty military personnel or U.S. Government employees. This prohibition includes immediate family members of these personnel residing in the same household, unless approved before award of contract.

L.6 OFFEROR'S QUALIFICATIONS ACNL-0007

The Offeror must have adequate resources to perform the resulting contract and, upon request, furnish proof of same to the Contracting Officer. By submitting a response to this solicitation, the Offeror certifies that it

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has sufficiently trained personnel to perform the work required. Furthermore, to the extent that a prospective Contractor proposed to perform the contract by subcontracting, a commitment or explicit arrangement, which must be in existence prior to being awarded a contract under this solicitation, shall serve as acceptable evidence of the Offeror's "ability to obtain."

L.7 INCURRING COSTS ACNL-0008

The NAFI shall not be liable for any costs incurred by the offerors in submitting offers in response to this solicitation, including any site visits by offerors.

L.8 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS ACNL-0009

Offerors shall acknowledge acceptance of any amendment to this solicitation by the time specified for receipt of offers, as amended, by:

1. Signing and returning the amendment; or
2. Identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, Schedule A.

L.9 SOLICITATION ORDER OF PRECEDENCE ACNL-0010

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

1. The Statement of Work, including applicable schedule, but excluding the specifications;
2. Representations and other instructions;
3. Contract clauses;
4. Other documents, exhibits, and attachments; and
5. The specifications, if applicable.

See clause ACNG-0015 for Contract Order of Precedence.

L.10 SITE VISITS ACNL-0011

1. Offerors may inspect the site(s) (the property) where the services are to be performed to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract.

2. Arrangements for site visits shall be made through and coordinated with the Contracting Officer Representative. Site visits may be arranged by contacting Beverly Guerin, Beverly.Guerin@usmc-mccs.org or (252) 466-2430.

3. Discussions and questions regarding contractual terms and conditions made during the site visit will not alter such terms or specifications. All questions concerning this proposal shall be submitted in writing to the Contracting Officer; changes to the solicitation may be made only by the Contracting Officer in writing.

L.11 QUESTIONS ACNL-0013

1. Any prospective offeror desiring an explanation or interpretation of the solicitation, Section C Statement of Work, specifications, etc., must request an explanation, in writing to the Contracting Officer, soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

2. Offerors should carefully examine the specifications and all attachments to fully inform themselves as to all conditions and matters which can affect the work. Should an Offeror find discrepancies in, or omission from, the solicitation or be in doubt as to their meaning, the Offeror shall immediately notify the Contracting Officer for explanation or interpretation.

3. Questions on the solicitation shall be submitted by the Offeror in writing and reference the pertinent solicitation paragraph(s). Questions will only be accepted through 1600 on January 10, 2025, by e-mail to the Contract Officer. The NAFFI will respond to all questions by e-mail. All questions and responses will be provided to all Offerors. The name of each Offeror will be deleted from questions.

L.12 ELECTRONIC OR FACSIMILE OFFERS ACNL-0014

Electronic or facsimile offers WILL be accepted in response to the solicitation.

L.13 ELECTRONIC PROPOSAL PACKAGE ACNL-0015

The proposal package must include the full four-part proposal package as described in paragraphs 1-4 below. Part One through Three shall be

submitted as separate, electronic files and shall include a table of contents. Failure to submit any Part (paragraphs 1-4) shall be a basis for rejection of the offer.

1. PART ONE - Technical Proposal. The technical proposal shall include the following:

1.1. Section One: Table of contents with page number references.

1.2. Section Two: insert/customize with desired information, for example:

1.2.1. Methodology and Approach

1.2.2. Qualifications of Key Personnel

1.2.3. Corporate Experience/Past Performance

1.2.4. Proposed timeline/schedule to complete work upon receipt of notice to proceed

2. PART TWO - Price Proposal. The price proposal shall be submitted separate from the technical proposal above. The price proposal shall be prepared in compliance with the following:

2.1. Section One: Completed, dated, and signed copies of:

2.1.1. The Solicitation Offer and Award (Section A, Page 1);
and

2.1.2. The Representation and Certifications of Offeror's (Section K) with definitions and statements where applicable shall be included

2.2. Section Two: Completed copy of Section B, including:

2.2.1. A Firm-Fixed Price, in [CURRENCY], shall be included for all;

2.2.2. The Contractor's Information;

2.2.3. The Invoice Terms and Prompt Payment Discount; and

2.2.4. Payment Types.

3. PART THREE - Financial Data. The financial shall be submitted separate from the technical and price proposals above. The financial data shall be prepared in compliance with the following:

3.1. Section One: The Offeror shall provide the Dunn and Bradstreet Comprehensive Report, dated within seven (7) calendar days of the submission.

3.2. Section Two: The Offeror shall provide its most recent annual audited financial statements, and a copy of the most recent quarterly (or other partial year) financial statement.

3.3. Section Three: The Offeror shall provide its current, signed W-9.

3.4. In the event requirements for 3.1 or 3.2 are not available, the Offeror shall provide all information deemed relevant to demonstrate the Offeror's financial capability to perform the requirements of the solicitation.

3.5. If Offeror is a foreign entity, Offeror shall provide the additional information as stated in Clause ACNI 0118 CONTRACTS WITH FOREIGN ENTITIES.

4. PART FOUR - Past Performance, i.e., References. The Offeror shall send the Past Performance Questionnaire from Section J to at least three (3) companies who have had requirements similar to this solicitation. These Past Performance Questionnaires shall be sent directly to the Contract Specialist listed in Section A, Block 8 on Page 1 by the company providing the reference, not by the Offeror, by the established due date. The company providing the reference shall follow the instructions on the Past Performance's cover page.

L.14 EVALUATION OF PROMPT PAYMENT DISCOUNT ACNL-0017

Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, Offerors awarded contracts may include prompt payment discounts on individual invoices.

L.15 CONTRACTOR'S PROPRIETARY INFORMATION AND RESTRICTION ON DISCLOSURE ACNL-0018

1. Offerors who include in their Offer data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall:

1.1. Mark the title page with the following legend: "This proposal includes information that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in any fashion, in whole or in part, for any purpose other than to evaluate this proposal as explicitly indicated in the solicitation. If, however, a contract results from this proposal submission, the Government shall have the right to duplicate, use, or communicate the data to the extent provided in the resulting Contract. This restriction does not limit the Government's right

to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [Offeror shall insert numbers or other identification of sheets]"; and

1.2. Mark each sheet of data the Offeror wants restricted with the legend: "Use or communication of data contained on this sheet is subject to the restriction on the title page of this proposal." The Offeror shall not restrict or mark data unnecessarily.

2. Notwithstanding the above, the NAFI will not be bound by any language in any offer purporting to limit the NAFI's right to use or to disclose any offer or any part of an offer because of proprietary information in it, unless the Contracting Officer specifically agrees in writing to each limitation.

L.16 WHERE AND WHEN TO SUBMIT ELECTRONIC PROPOSALS ACNL-0019

1. All offers submitted in response to this solicitation shall be submitted electronically to the contract specialist identified in Section A, block 8, page 1, and marked as follows:

1.1. Submission Subject shall list both the solicitation number and the Offeror name.

1.2. Submission Body shall indicate the content being submitted, including the number of submittals to be expected (e.g., "Email 1 of 3," "Four Attachments included," "Technical Proposal and Financial Data").

2. Electronic submissions shall be submitted by the deadline listed in Section A, block 7 on page 1. This requirement will be judged based on the received time stamp.

L.17 SUBMISSION OF OFFERS ACNL-0020-A

1. Offers and modifications thereof shall be submitted in sealed envelopes or packages addressed to the office specified in the solicitation and showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

2. Electronic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or electronic notice, if that notice is received by the time specified for receipt of offers.

3. Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be submitted at no expense to MCCS and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

L.18 FAILURE TO SUBMIT OFFER ACNL-0021

Recipients of this solicitation not responding with an offer should not return this solicitation unless it specifies otherwise. Instead, they should advise the issuing office by letter or e-mail whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.19 LATE ELECTRONIC SUBMISSION, MODIFICATIONS, AND WITHDRAWAL OF PROPOSALS ACNL-0022

1. A late proposal is defined as any proposal or amendment received at the office designated in the solicitation after the exact time and date set in the solicitation for receipt of proposals. Proof of a timely delivery can be determined if the proposal is received before the exact time and date specified for receipt of proposals or if it is received before award is made and it--

1.1. Was sent by mail electronically, and it is determined by the NAFI that the late receipt was due primarily to mishandling by the NAFI after receipt in the Government infrastructure; or

1.2. It was transmitted through an electronic method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

2. If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first working day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated Government time.

3. The NAFI reserves the right to consider late proposals modification, or revisions when it would be to the NAFI's advantage to do so; however, late proposals are not solicited nor encouraged. Late proposals, modifications, and revisions will be opened to determine if it would be to the NAFI's advantage to consider them.

4. A late proposal, modification, or revision will not be considered if it appears in the opinion of the Contracting Officer that the integrity

of the competitive negotiation process might be jeopardized or proposals are received substantially late (i.e., two (2) days or more).

5. Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award. Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in paragraphs 1-4 above.

6. A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt in the Government infrastructure.

7. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

8. Proposals may be withdrawn at any time before award. Proposals may be withdrawn by written notice or electronically (including mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known, and the representative signs a receipt for the proposal before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

L.20 ACCEPTANCE OF PROPOSALS ACNL-0023

The NAFI reserves the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth or referenced in this solicitation, and which demonstrate an understanding of the scope of the project.

L.21 SERVICE OF PROTEST ACNL-0024

1. Offerors are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. The procedures for filing protests may be found in Marine Corps Order (MCO) 7010.20. A copy of the MCO will be provided to any Offeror by the Contracting Officer upon request.

2. Protests are to be filed directly with the Contracting Officer.

L.22 DEBRIEFING ACNL-0025

Offerors may request a debriefing, in writing, to the Contracting Officer of their proposal's evaluation within seven (7) days of notification by the Contracting Officer of their selection or non-selection. Debriefings may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

SECTION M - Evaluation Factors for Award

M.1 SINGLE AWARD ACNM-0001

This is a Best Value - Trade-Off Procurement. Unless all proposals are rejected, a single award will be made to the responsible Offeror who submitted a conforming proposal that is determined to be the best value response and is most advantageous to the NAFI. An award may be made to other than the lowest priced Offeror. The NAFI may also elect to use any other government contract that is found to be the most advantageous to the NAFI.

M.2 DETERMINATION OF OFFEROR RESPONSIBILITY ACNM-0002

1. The Contracting Officer will determine the Offeror's responsibility using the information provided in Parts Three and Four of their proposal, Financial Data and Past Performance, and additional data as requested. Nontechnical factors, such as possession of adequate financial resources and a satisfactory performance record, will be considered prior to an award decision.

2. While the Contracting Officer may contact the Offeror for missing information, the NAFI is under no obligation to do so, and protests for missing information will not be considered. The Offeror's failure to submit the information requested in the solicitation may result in the automatic determination that the Offeror is nonresponsive, and the Offer need not be considered for award or technical evaluation.

M.3 PROPOSAL EVALUATION ACNM-0003

1. Definitions, as used in this provision:

1.1. Best Value- the response that is determined by NAFI to best meet the stated requirements with a reasonable and competitive total cost. If in the event two (2) or more competing proposals are assessed as substantially equal in meeting the stated requirements, the lowest estimated cost considered realistic shall be determinative.

1.2. Substantially Equal- proposals demonstrate any clear evidence of superiority in meeting the stated requirements relative to each other.

2. An Offeror may be deemed responsive if the proposal is prepared in accordance with the provision ACNL-0015 PROPOSAL PACKAGE and includes submittals that answer each of the evaluation factors. While the Contracting Officer may contact the Offeror for missing information, the NAFI is under no obligation to do so, and protests for missing information will not be considered. The Offeror's failure to submit the information requested in the solicitation may result in the automatic determination

that the Offeror is nonresponsive, and the Offer need not be considered for award or technical evaluation.

3. A technical evaluation team will be established to evaluate each responsive and responsible offer/offeror to this solicitation to determine conformance with this RFP, e.g., compliance with applicable codes, standards, and specifications. Such proposals will be evaluated based on price (see provision ACNM-0005 PRICE EVALUATION) and the technical factors set forth in 3.1 below listed in descending order of importance. Each technical factor will be evaluated to determine if it complies with and/or exceeds the technical requirements of the solicitation. Any subfactors noted below 3.1 are approximately equal importance to each other within the respective factor. Each factor technical factor will be applied as a discrete factor and the final determination as to the overall quality rating of each Offer will be based on the collective rating. Each proposal will be evaluated on their own merit independently and as objectively as possible.

3.1. Technical Evaluation Factors

- Preliminary Design

3.2. Price

4. Presentations/negotiations may be conducted, after which the Final Proposal Revisions (FPRs) will be solicited. Following receipt of the FPRs, technical and price evaluations will be notated or amended.

5. Following completion of the technical and price evaluations, the technical team and Contracting Officer will consider trade-offs and the relative merit and risks associated with each Offeror's approach based on the required submittal information to determine the best value for award.

M.4 EVALUATION OF OPTIONAL ITEMS ACNM-0004

1. Except when it is determined not to be in the NAFI's best interests, the NAFI will evaluate optional items for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the NAFI to exercise any option.

2. The NAFI may reject an offer as unacceptable if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is materially unbalanced where it is mathematically unbalanced, that is, nominal prices are offered for some of the items and enhanced prices for others, and there exists a reasonable doubt that an award based on a mathematically unbalanced offer will result in the lowest cost to the NAFI or that the Offeror understands the requirements (see clause ACNM-0005 PRICE EVALUATION).

M.5 PRICE EVALUATION ACNM-0005

Determination of a realistic price will be used to evaluate the Offeror's understanding of the requirements set forth in the solicitation and to assess the validity of the Offeror's approach; i.e., prices which are found to be either unreasonably high or unreasonably low in relation to the work proposed may result in the overall proposal being considered unacceptable and further evaluations may be discontinued. The burden of proof as to price credibility rests with the Offeror. In determining realistic price, price will be evaluated from the perspective of Pricing Analysis (e.g., competition, historical data, and examination of the current market) to include an examination of individual price elements and the reasonableness of the prices for the effort proposed. The Contracting Officer may request additional data to support the proposed pricing, such as individual price elements or written justification or explanation for specific prices.

M.6 OPENING OF PROPOSALS AND DISCLOSURE ACNM-0006

All Offeror proposals will be opened on or after the date and time set for proposal submission. No information regarding proposals received will be disclosed prior to completion of evaluations, negotiation, and award of the contract.

M.7 SELECTION NOTIFICATION ACNM-0007

1. Notification of Selection. The Contracting Officer will notify the selected offeror upon completion of the selection process.

2. Notification of Non-Selection. The Contracting Officer will notify all offerors not selected, advising them which proposal was selected, if known at the time of notification.