

**UNITED STATES MARINE CORPS**  
**Marine Corps Community Services (MCCS) Nonappropriated Funds**  
**SOLICITATION, OFFER AND AWARD**

1. CONTRACT NUMBER	2. SOLICITATION NUMBER MCM18-R-0006	3. DATE ISSUED 19 Dec 2018	4. PURCHASE REQUEST NUMBER 18-0101
5. ISSUED BY REGIONAL PROCUREMENT OFFICE-NATIONAL CAPITAL REGION 2034 Barnett Avenue, 2nd Deck, PO Box 1397 Quantico, VA, 22134, USA		6. ADMINISTRATION OFFICE ADDRESS (if other than block 5)	

**SOLICITATION**

7. Following the instructions in Section L, send sealed offers for receipt no later than **January 23, 2019, 2:00pm**, local time per the location in Block 5. All offers are subject to all terms and conditions contained in this solicitation.
8. For information contact the Contract Specialist: June Murphy, murphyju@usmc-mccs.org, (703) 784-5634.

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9. Sections marked with an "X" are incorporated.

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**OFFER**

10. The offeror agrees, if awarded all or part of the items and/or services solicited, to furnish them according to the price(s)/fee(s), terms and conditions contained in the solicitation and offer. This offer will be valid until \_\_\_\_\_ calendar days (60 calendar days unless a different period is entered by offeror) after the established date for receipt of offers.
11. ACKNOWLEDGEMENT OF AMENDMENTS (Offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated).

AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

- |   |  |
|---|--|
| <p>12. OFFEROR'S NAME AND ADDRESS (Street, City, State &amp; Zip Code)</p> <p><input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE, AND ENTER THE ADDRESS IN SECTION B OF THE SCHEDULE.</p> | <p>13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)</p> |
| <p>14. PHONE NUMBER &amp; EMAIL ADDRESS</p>   | <p>15. SIGNATURE/DATE</p>  |

**AWARD (To be completed by MCCS)**

16. ACCEPTED AS TO ITEMS NUMBERED	17. AMOUNT \$0.00
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<p>18. SUBMIT INVOICES TO</p> <p>SSCFINANCE - MCCS SHARED SERVICES CENTER  2306 E. BANNISTER ROAD  KANSAS CITY, MO 64131  EMAIL: SSC.ACCOUNTSPAY@USMC-MCCS.ORG</p>	<p>19. ACCOUNTING DATA</p> <p>MCM-5093-03-6418-000-M01  MCM-5093-02-6418-000-000  MCM-5098-03-6418-000-M02  MCM-5098-03-6418-000-M13  MCM-5098-03-6418-000-M03  MCM-5093-01-6418-000-000  MCM-5098-03-6418-000-000</p>
<p>20. NAME OF CONTRACTING OFFICER</p> <p>Tyanna Villarreal</p>	<p>21. SIGNATURE OF CONTRACTING OFFICER / DATE</p>

**B. SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 DESCRIPTION (ACNB 0008 APR 2014)**

A description of the 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 below, or attached hereto.

**B.2 FIRM-FIXED PRICE CONTRACT (ACNB 0009) (APR 2016)**

This is a Firm-Fixed Price Contract for Marine Corps Community Services (MCCS). The Contractor's firm-fixed prices for providing products and/or services available under this contract are listed in the below Schedule for the base period of performance and option periods of performance, if any. Refer to the separate table "FUNDED CONTRACT LINE ITEM NUMBERS (CLINS)" 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. 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 below, or attached hereto. Port-a-Johns referenced in section 'C' will NOT require delivery orders but quantities may increase/decrease based upon race. Marine Corps Marathon Organization (MCMO) will contractor with estimated numbers for Port-a-Johns for each event upon option year execution. Port-a-Johns for additional races and/or events may only be added by delivery orders.

**The pricing per port-a-john shall include delivery, set-up, teardown and labor per the specifications stated in Section "C".**

Schedule							
CLIN	Description	Unit	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	MC 17.75K- regular units	Each					
	MC 17.75K - wheel chair units	Each					
	MCHH regular units	Each					
	MCHH wheelchair units	Each					
	MCHH Locking Trailers Units w/generators & fire extinguishers	Each					
	MCCH Trailer Unit Technician	Hourly					

	Run Amuck regular units	Each					
	Run Amuck wheelchair units	Each					
	Quantico Triathlon regular units	Each					
	Quantico Triathlon wheelchair units	Each					
	MCM regular units	Each					
	MCM wheelchair units	Each					
	MCM Locking Trailers Units w/generators & fire extinguishers	Each					
	MCM Trailer Units Technicians	Hourly					
	Padlocks w/key	Set					
	Zip Ties	Each					

B.3 PROMPT PAYMENT DISCOUNT (ACNB 0017)

Contractor shall enter prompt payment discount terms:

B.4 CONTRACTOR'S INFORMATION (ACNA 0006)

Contractor's name, address, phone and fax numbers, Employer's Identification Number, and principal Point of Contact (POC) information.

Contractor's Name: \_

Contractor's Address: \_

EIN: \_

Principal POC (name and title):

Phone:

Fax:

Email: \_

Technical POC (name and title):

Phone:

Fax:

E-mail:

## C. SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE (ACNC 0001)

The Contractor shall provide or perform the following as required by this contract: Provide port-a-johns for Marine Corps Marathon Organization (MCMO) Events.

### C.2 BACKGROUND - MR AND MCCS (ACNA 0002-A MAY 2016)

a. The Business and Support Services Division (MR), Headquarters, United States Marine Corps, 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) activities. MCCS provides commanders with an integrated organization for the development and delivery of Quality of Life programs and services. MCCS operates family, fitness and recreation, exchange and business, services and other Quality of Life programs and services for Marines and their families. The administration, management and operation of local MCCS activities are the responsibility of each installation commander.

b. MCCS activities are operated on Marine Corps installations on the east and west coasts of the United States; Hawaii; Iwakuni, Japan; and Okinawa, Japan.

c. MCCS activities are Nonappropriated Fund Instrumentalities of the Federal 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. The MCCS system generates over one billion dollars in sales per year from a wide variety of business operations. Earnings from its major revenue generators are used to help fund non-revenue generating MCCS programs. Additional information is available at [www.usmc-mccs.org](http://www.usmc-mccs.org).

### C.3 STATEMENT OF WORK (ACNC 0012)

Contractor shall port-a-johns in accordance with the following specifications:

a. Portable toilets for the Marine Corps 17.75K (MC 17.75K) located at Prince William Forest Park, Dumfries, Virginia:

- (1) Regular Units: 52 units
  - (a) 33 Units at start/finish line
  - (b) 17 Units along race route
  - (c) 2 units at shuttle locations
- (2) Wheelchair accessible units: 2 units at start/finish line

b. Portable toilets for the Marine Corps Historic Half Marathon (MCHH), the Semper Five and Devil Dog Double located in Fredericksburg, Virginia:

- (1) Regular Units: 175 units
  - (a) 91 Units at start/finish line
  - (b) 69 Units along race route
  - (c) 2 units at shuttle locations
- (2) Wheelchair accessible units: 6 units
  - (a) 3 Units at start/finish line
  - (b) 3 Units along race route
- (3) Trailer Unit: 1 unit located at the VIP Tent

c. Portable toilets for the Run Amuck and Belleau Wood 8K located at the Marine Corps Base, Quantico, Virginia:

- (1) Regular Units: 35 units
  - (a) 30 Units at start/finish line
  - (b) 5 Units along race route
- (2) Wheelchair accessible units: 2 units at start/finish line

d. Portable toilets for the Quantico Triathlon and Quantico 12K located at the Marine Corps Base, Quantico, Virginia:

- (1) Regular Units: 30 units
  - (a) 26 Units at start/finish line
  - (b) 5 Units along race route
- (2) Wheelchair accessible units: 2 units at start/finish line

e. Portable toilets for the Marine Corps Marathon (MCM), MCM 10K and MCM Kids Run with various locations at Arlington, Virginia, and Washington, DC:

- (1) Regular Units: 850 units
  - (a) 99 Units at finish area
  - (b) 214 Units at the MCM start line
  - (c) 260 Units at Pentagon
  - (d) 55 Units at the MCM 10K start line
  - (e) 184 Units along race route
  - (f) 2 Units at Armed Forces Retirement Home
  - (g) 6 Units at Joint Base Myer-Henderson Hall
  - (h) 30 Units at Rosslyn
- (2) Wheelchair accessible units: 50 units
  - (a) 20 Units at finish area
  - (b) 6 Units at Pentagon
  - (c) 7 Units at MCM 10K start line
  - (d) 12 Units along race route
  - (e) 3 Units at Joint Base Myer-Henderson Hall
  - (f) 2 Units in Rosslyn
- (3) Trailer Units: 2 units located at the VIP Tent

f. Portable toilets for the Turkey Trot 10K and Turkey Trot Mile located at the Marine Corps Base, Quantico, Virginia:

- (1) Regular Units: 33 units
  - (a) 29 Units at start/finish line
  - (b) 4 Units along race route
- (2) Wheelchair accessible units: 2 units at start/finish line

g. Portable toilets for additional events located at the Marine Corps Base, Quantico, Virginia:

- (1) Regular Units: 30 units
  - (a) 28 Units at start/finish line
  - (b) 2 Units along race route
- (2) Wheelchair accessible units: 2 units at start/finish line

h. Requirements:

- (1) Contractor will stock each unit with three extra rolls of toilet paper.
- (2) All units shall be zipped tied by the Contractor upon completion of delivery and servicing.
- (3) Contractor shall lock trailer units upon completion of delivery and servicing and key supplied to COR.
- (4) Contractor shall provide generator for electrical support to trailer units.
- (5) Contractor shall provide a 5lb fire extinguisher for each generator location.
- (6) Contractor shall provide water supply for trailer units.
- (7) Contractor shall provide one technician to support the operation of the trailer units.
- (8) Contractor shall provide padlocks for all units located on National Park Service property, number to be provided by COR. Units will be padlocked upon completion of delivery and servicing. Set of keys for padlocks shall be provided to the COR.

i. Pre-Event Meeting: The Contractor shall attend a pre-race coordination meeting, dates to be provided by COR.



D. SECTION D: PACKAGING AND MARKING

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## **E. SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF PRODUCTS AND SERVICES - FIXED PRICE (ACNE 0003)**

a. Definitions. "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized during performance of contract services.

b. The Contractor shall provide and maintain an inspection system, acceptable to MCCS, covering the products and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to MCCS during contract performance and for not less than three (3) years after completion of contract performance.

c. MCCS has the right to inspect and test all products and services called for by the contract, to the extent practicable at all times and places during the term of the contract. MCCS will perform inspections and tests in a manner that will not unduly delay the work.

d. If MCCS performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe convenient performance of these duties.

e. If any of the services do not conform to contract requirements, MCCS may require the Contractor to perform the services again in conformity with contract requirements at the Contractor's expense. When the defects in the services cannot be corrected by reperformance, MCCS may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced values of the services performed.

f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, MCCS may: (1) by the contract or otherwise, perform the services and charge to the Contractor any cost incurred by MCCS that is directly related to the performance of such service, or (2) terminate the contract for default.

g. MCCS has the right either to reject or to require correction of nonconforming products or services. Products or services are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. MCCS may reject nonconforming products or services with or without disposition instructions.

h. The Contractor shall remove products or services rejected or required to be corrected. 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 products or services without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

i. If the Contractor fails to promptly remove, replace, or correct rejected products or services that are required to be removed or to be replaced or corrected, MCCS may either (1) by contract or otherwise, remove, replace, or correct the products or services and charge the cost to the Contractor or (2) terminate the contract for default.

## E.2 ACCEPTANCE (ACNE 0005)

Acceptance of services and/or deliverables occurs when services and deliverables have been reviewed and approved, in writing, by the Contracting Officer or his authorized representative. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

## **F. SECTION F: DELIVERABLES AND PERFORMANCE**

### **F.1 DELIVERY**

All portable toilets shall be delivered to each location according to the delivery schedule provide by the COR one month prior to the event date. The contractor shall call the COR 30 minutes prior to arriving for delivery and installation of units. All delivery and removal dates provide by the COR are non-cancellable.

### **F.2 MINIMUM QUALITY (ACNF 0004 MAR 2014)**

Services and products provided under this contract will be equal to those provided by first quality 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.3 CONTRACTOR AND CONTRACTOR PERSONNEL (ACNF 0006 SEP 2016)**

a. Contractor, at his own expense, shall provide a sufficient number of trained and qualified employees for the efficient performance of this contract. Contractor shall provide continued training as trends and procedural changes in Contractor's operation occur.

b. 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.

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

d. Contractor personnel shall give prompt and courteous service to customers, M CCS, and Installation personnel.

e. Contractor personnel shall abide by applicable regulations, and directives, and conduct themselves, so as not to reflect discredit on M CCS.

f. 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 M CCS contracts without the prior consent of the Contracting Officer.

g. Contractor shall not employ any individual under this contract who has previously been determined unacceptable for performance under any other MCCS contract or has been separated for cause by MCCS.

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

i. 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. Contractor's personnel shall wear nametags while on duty. Nametags shall either comply with franchisor standards, or if no such standards exist, shall be approved by the COR. Contractor shall submit artwork/examples of proposed nametags electronically for COR review and approval prior to implementation.

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

#### F.4 CONTRACTOR'S MANAGEMENT RESPONSIBILITIES (ACNF 0008 Mar 2014)

a. The Contractor is responsible to MCCS for establishing effective management controls to achieve the standards of operation established in MCCS 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.

b. 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 will be completely knowledgeable of the terms and conditions of this contract, and will be delegated full authority by the Contractor to conduct the business as required under the contract. Authority will include, but will 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 will 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.

c. 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 will be promptly submitted to the Contracting Officer when personnel changes take effect.

d. 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 INSTALLATION ACCESS (ACNF 0009 MAR 2004)

Access to U.S. military installations is a privilege that may be granted, denied, or withdrawn by the installation commander or their authorized representatives. 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 and/or for any other infraction determined justifiable for denying access. Contractor shall coordinate with Contracting Officer or the COR for installation passes and inspections as follows:

a. After award and prior to performance on any Federal installation, the Contractor shall comply with the local installation's personal identity verification procedures identified by that installation which implements HSPD-12 policy for a Common Identification Standard for Federal Employees and Contractors.

b. Contractor 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.

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

#### F.6 PERFORMANCE (ACNF 0018 APR 2014)

The Contractor shall provide the deliverables and perform the services identified in this contract in a professional manner according to the highest industry standards. Failure of parties to agree on this performance will be a dispute handled under the disputes or claims clause.

## **G. SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 EFFECTIVE DATE OF CONTRACT AND CONTRACT PERIOD OF PERFORMANCE (ACNG 0001)**

a. This contract is effective the date of contract award, as signed by the MR or MCCS contracting officer on the Contract Award Form, for a period of one year with four one-year renewal options unless extended or terminated in accordance with the contract clauses.

b. This contract will be automatically terminated in the event of the discontinuance of the operation of MCCS without cost or liability to either party. In all other instances, the provisions covering termination as set forth in Section I shall apply.

### **G.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (ACNG 0002)**

a. MR or MCCS may extend the term of this contract by written unilateral modification issued 30 days prior to the end of the current contract performance period provided that MR or MCCS gave the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract performance period ends. The preliminary notice does not commit MR or MCCS to an extension.

b. If MR or MCCS exercises this option, the extended contract shall be considered to include this option provision.

c. Option to extend services. MR or MCCS may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written unilateral modification issued 60 days prior to the end of the contract performance period.

d. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

### **G.3 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (ACNG 0004 SEP 2014)**

a. The Contracting Officer will appoint a COR, in writing, to perform various duties during the term of the contract.

b. 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. In the event that 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.

c. The Contractor will be provided a copy of the COR appointment letter after contract award.

#### G.4 INVOICING AND PAYMENT (ACNG 0005)

The contractor's invoice(s) shall reflect prices or fees as outlined in Section B. Refer to Section I of this contract for invoicing instructions. The contractor shall mail proper invoice(s) to the "Submit Invoices To" address listed on the cover page of this contract.

#### G.5 PRICE REVISIONS (ACNG 0007)

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 MCCS 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 and/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.6 INSURANCE REQUIREMENTS (ACNG 0012 MAY 2016)

a. The Contractor shall procure and maintain, during the performance of this contract, insurance coverage listed below, with insurance companies acceptable to Marine Corps Community Services (MCCS) and Headquarters Marine Corps, Business and Support Services Division (MR). Acceptable is defined as a carrier that is A rated by A.M. Best, Inc., or



equivalent. All insurance coverage shall name MR, MCCS activities, and the installations as additional insureds.

b. The Contractor shall provide a Certificate of Insurance to the Contracting Officer. The Certificate of Insurance must show MR, MCCS, and the installation(s) as an additional insured for all coverages, and will carry an endorsement waiving the Contractor's right to subrogation against MR, MCCS, and the installation(s). The "INSURED" block of the Certificate of Insurance must list both the Contractor's name and the MCCS contract number. Such Certificates of Insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (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.

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

\$1,000,000 Per Occurrence / \$2,000,000 Total Policy Aggregate  
\$1,000,000 Personal Injury/Advertising Injury  
\$2,000,000 Products and Completed Operations Aggregate

d. 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 MCCS facilities, or in support of MCCS. Contractor shall maintain the following types and minimum amounts of insurance:

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

e. 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.

f. 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 MCCS 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 MCCS. The Contractor agrees to waive subrogation against MR, MCCS, and the installation(s).

G.7 CHANGES TO CONTRACTOR'S DESIGNATED PERSONNEL (ACNG 0006)

The Contractor has designated personnel to perform specific duties described in Section C of this contract. In the event that Contractor's personnel must be replaced, the Contractor shall coordinate the replacement of such personnel with the COR. In all cases, the qualifications of newly designated Contractor's personnel shall, at a minimum, meet the base line experience and qualifications of previously designated personnel listed in the Contractor's proposal.

#### G.8 USE OF CONTRACT BY OTHER FEDERAL ENTITIES (ACNG 0013 MAY 2016)

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

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

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

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

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

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

g. The sites, locations, or facilities identified herein as being required in this Contract are not all inclusive of the number of sites, locations, or facilities that may be added in the future; however, this

Contract does not create a right of first refusal and does not require, guarantee, or imply the addition of any sites, locations, or facilities to this Contract. Additional sites, locations, or facilities identified in a delivery/task order that are not listed in the Contract, will be added to the Contract by Contract Modification by an authorized Contracting Officer of the NAFI that issued this Contract.

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

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

- (1) Army and Air Force Exchange Service (AAFES),
- (2) U. S. Army Family and MWR Command (FMWRC),
- (3) Air Force Nonappropriated Fund Purchasing Office (AFNAFPO),
- (4) U. S. Marine Corps Business and Support Services Division (MR) and Marine Corps Community Services (MCCS),
- (5) Navy Exchange Command (NEXCOM) and Navy Exchange System (NES),
- (6) Commander, Navy Installations Command (CNIC), Fleet and Family Readiness (F&FR)
- (7) Coast Guard Exchange System (CGES); and
- (8) Other Federal activities not specifically named in this Contract.

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

- (1) any such agreement is made in writing; and
- (2) a complete copy of any such agreement is given to the Contracting Officer of the NAFI that issued the Contract, prior to performance.

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

- (1) Contract number against which order is placed;
- (2) Location where delivery/performance will take place and required delivery / performance date(s);
- (3) Complete contact information for both the ordering entity and any other point of contact that the Contractor may need to complete the order;
- (4) Invoicing and payment instructions and/or procedures for remitting commission/license fee payments to the ordering entity.

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

#### G.9 ORDERS PLACED BY AAFES (ACNG 0014 OCT 10)

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

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

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

#### G.10 ORDER OF PRECEDENCE (ACNG 0015-B SEP 2015)

In the event of a conflict among contract documents, the order of precedence shall be in descending order of importance: this contract document consisting of sections A-J, written modifications signed by the contracting officer, delivery orders issued against the contract, any material incorporated by reference.

## H. SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 SERVICE CONTRACT LABOR STANDARDS (PREVIOUSLY KNOWN AS SERVICE CONTRACT ACT) (ACNH 0002 AUG 2015)

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

(1) The Service Contract Labor Standards (SCLS) statute (41 U.S.C. §6701 et seq.) (formerly 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).

(2) Executive Order (EO) 13658, as implemented by 29 CFR part 10. The EO specifies the minimum wage rate to be paid to workers in performance of the Contract. Accordingly, the wage rates in each DoL Wage Determination (WD) listed below apply only if higher than the minimum wage rate required by the EO. Also, the fringe benefits set forth in the listed WD(s) remain applicable to this Contract regardless which wage rate is utilized.

b. 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.

c. Each contract (and solicitation specification therefor) subject to the SCLS statute 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.

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

(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;

(2) Contribution of five point one (5.1) percent of basic hourly rate for health and insurance programs;

(3) Contribution of seven (7) percent of basic hourly rate for retirement;

(4) Ten (10) paid holidays as follows: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day;

(5) Paid annual leave (vacation) is as follows:

Years of Service	Hours of Annual Leave Per Wk
Less than three	Two
Three but less than fifteen	Three
Fifteen or more	four

(6) Basic hourly rates by classification are as follows:

Employee Class	Basic Hourly Rate
_____	_____
_____	_____

e. No services under this Contract covered by the SCLS statute 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.

f. 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.

g. Each WD listed below 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 13658 applies.

Location	WD#	Revision#	WD Date	State/County
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

(2) Each DoL WD is available electronically and may be found at [www.wdol.gov](http://www.wdol.gov).

(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.

(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 NONDISPLACEMENT OF QUALIFIED WORKERS (ACNH 0027 FEB 2014)

a. Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph b. below, there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

b. Notwithstanding the obligation under paragraph a. above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

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

d. If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any

regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

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

### H.3 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (ACNH 0040, NAFL 1034.1, 30 NOV 2016)

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

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

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



#### H.4 ESTABLISHING PAID SICK LEAVE FOR CONTRACTORS (ACNH 0051 21 DEC 2016)

a. This contract is subject to Executive Order (EO) 13706 and to the regulations issued by the Secretary of Labor pursuant thereto at 29 CFR part 13 (Establishing Paid Sick Leave for Federal Contractors). 29 CFR part 13, Appendix A, is hereby incorporated by reference, having the same force and effect as if set forth in full in this contract. Refer to <https://www.gpo.gov/fdsys/pkg/FR-2016-09-30/pdf/2016-22964.pdf>

b. The Contractor shall establish a sick leave policy in full compliance with the applicable provisions of EO 13706 and 29 CFR part 13.

c. This clause applies to all subcontracts where EO 13706 and 29 CFR part 13 apply to the prime contract. Accordingly, the Contractor is responsible for subcontractor compliance with EO 13706, 29 CFR part 13, and the requirements of this clause. The Contractor shall include this clause, including this paragraph, in all subcontracts where applicable.

d. The Contractor may be subject to penalties for noncompliance as described in 29 CFR §13.44.

#### H.5 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (ACNH 0004 JAN 2011)

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

a. After contract award and prior to performance on any Federal installation, the contractor shall comply with the local installation's personal identity verification procedures identified by that installation which implements HSPD-12 policy for a Common Identification Standard for Federal Employees and Contractors.

(1) If the contractor employee is to work at only one site, MCCS' contractors must follow local installation guidelines and directives concerning identification, access, and security requirements. These guidelines may vary from one installation to another and it is the contractor's responsibility to seek guidance concerning these issues from the contracting officer or COR.

(2) If contractor employees will require routine access to one or more installations or access to MR or MCCS information systems, contractor personnel must obtain a Common Access Card (CAC) and will be required to submit a clearance package no less than 30 days in advance of needed access. CAC issuance can take from 1 week to 3 months to process.

Refer to the contracting officer or COR for current requirements for CAC applications. Prior to submitting the CAC clearance package, contractor personnel must have a current National Agency Check with written Inquiries (NACI).

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

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

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

#### H.6 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (ACNH 0005 APR 2012)

(Applicable to contracts for services performed in the United States, any U.S. territory, or the District of Columbia.) The following clause is applicable to operation, agency, and vending machine contracts where the total gross receipts from sales or services under the contract will exceed \$2,500 and to management and direct service contracts where total payments to the contractor will exceed \$2,500. This contract to the extent that it is of the character to which the Contract Work Hours and Safety Standards Act, 40 USC 327, applies, is subject to all applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR 5).

a. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek to work in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives such compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages: In the event of any violations of provisions of paragraph a., the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be completed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph a. in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of his

standard workweek of 40 hours without payment of the overtime wages required by paragraph a.

c. Withholding for unpaid wages and liquidated damages: The contracting officer may withhold from the contractor any monies payable on account of work performed by the contractor or subcontractor such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph b.

d. Subcontracts: The contractor shall insert paragraphs a. through d. of this clause in all subcontracts and shall require their inclusion in all subcontracts of any tier.

e. Records: The contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

#### H.7 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT FOR MULTIPLE YEAR AND OPTION CONTRACTS (ACNH 0006 OCT 2015)

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

b. 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.

c. The wage determination, issued under the Service Contract Labor Standards statute, (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.

d. 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:

(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;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(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.

e. Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph d. 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.

f. 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 and 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.

g. 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 3 years after final payment under the contract.

#### H.8 PUBLIC DISCLOSURE OF WORK UNDER THIS CONTRACT (ACNH 0017 DEC 2016)

a. Public disclosure of information derived from or knowledge gained as a result of work under this contract whether by press release, word of mouth, written correspondence, or any other means is prohibited without the advance written consent of the Contracting Officer. Any request for authority to release such information will be made in writing and submitted by the Contractor to the Contracting Officer. Each request will be documented with sufficient evidence to justify the requested release as being in the best interest of the public. Final determination with regard to the necessity of public disclosure of such information remains solely with the Contracting Officer.

b. As used in this clause, the prohibition against "public disclosure" is defined to include a prohibition against disclosure to any governmental agency or unit other than MCCS, Marine Corps Business and Support Services Division (MR) or the Commandant of the Marine Corps (CMC), as well as any individual or group of individuals outside of MCCS, MR or CMC.

c. Contractor agrees to insert the clauses in paragraphs a. and b., above, in any and all subcontracts hereunder relating to performance of work under this contract.

#### H.9 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (ACNH 0024)

a. 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.

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

(1) Routine inspection of Contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available.

(3) Random inspections of personal possessions on entry or exit from the installation.

c. 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.

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

e. 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.

f. The removal of Contractor personnel from a government installation as a result of the 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.

#### H.10 PROHIBITED ACTIVITIES (ACNH 0026)

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

#### H.11 MCCS - CONTRACTOR RELATIONSHIP (ACNH 0029 MAY 2016)

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

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

c. Employee relationship. The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the MCCS. 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 MCCS under its responsibility for good order, administration, and security are applicable to all personnel who enter the military installation or who travel on MCCS transportation. This is not to be construed or interpreted to establish any degree of MCCS control that is inconsistent with a non-personal services contract.

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

e. Notice. It is the Contractor's, as well as, the MCCS' 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.

#### H.12 MODIFICATIONS (ACNH 0037 OCT 2014)

Any changes to this agreement must be made by written modification and executed by the MCCS Contracting Officer or Buyer.

H.13 CANCELLATION (ACNH 0038 OCT 2014)

Any portion of services scheduled under this agreement, may be cancelled by the Contracting Officer prior to performance, without advance notice in the event of:

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

b. MCCS ceases to operate; or

c. Deactivation of the installation.

## I. SECTION I: CONTRACT CLAUSES

### I.1 DEFINITIONS (ACNI 0001 MAY 2016)

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

a. "MR" identifies the Business and Support Services Division, Headquarters, United States Marine Corps. "MCCS" identifies United States Marine Corps Community Services activities. Unless specified otherwise, the term "MCCS" or "NAFI" as used throughout the contract shall refer to both MR and MCCS.

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

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

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

### I.2 LEGAL STATUS (ACNI 0002 SEP 2014)

Marine Corps Community Services (MCCS) activities are an integral part of the Department of Defense, and are a Non-Appropriated Fund Instrumentality (NAFI) of the United States Government. MCCS 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 §601-613), in which event MCCS will reimburse the United States Government (31 USC §1304 [c]). MCCS procurement is governed by Department of Defense Instruction (DODI) 4105.67 available at <http://www.dtic.mil/whs/directives/> and Marine Corps Order 7010.20 available at <http://www.marines.mil/news/publications.aspx>. (NOTE: The Federal Acquisition Regulation [FAR] published pursuant to the Office of MCM18-C-2006



Federal Procurement Policy Act of 1974, as amended, applies to procurements with appropriated funds. It does not apply to M CCS procurement except for those provisions of the FAR that have been administratively adopted by M CCS.)

### I.3 EXAMINATION OF RECORDS (ACNI 0003 MAR 2009)

a. This clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and 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.

b. The Contractor agrees to include clause "a" in all subcontracts hereunder which exceed \$10,000.

### I.4 OFFICIALS NOT TO BENEFIT (ACNI 0004 MAR 2009)

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

### I.5 GRATUITIES (ACNI 0005 MAR 2009)

a. The MR or M CCS may terminate the right of the Contractor to proceed if, after notice and hearing, the agency head or designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (i.e., entertainment or gift) to an officer, official, or employee of the MR or M CCS or Marine Corps; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

b. If this contract is terminated per this clause, the MR or M CCS is entitled to pursue the same remedies as in a breach of the contract.

### I.6 ORAL REPRESENTATIONS (ACNI 0006 MAR 2009)

This written contract includes the entire agreement between the parties. MR and M CCS will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. MR and M CCS will not be bound by any terms on Contractor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Contracting Officer.

#### I.7 CHANGES (ACNI 0007 APR 2012)

The Contracting Officer may at any time, by a written order, make changes within the general scope of the contract, in any one or more of the following: (a) specifications (including drawings and designs); (b) time or place of delivery; (c) method or manner of performance of the work; (d) MR or MCCS furnished facilities, equipment, materials, services, or site; or (e) accelerating the performance of work. If any such change causes an increase or decrease in the cost of performing this contract, the Contracting Officer will make an equitable adjustment in the contract price and the contract will be modified in writing accordingly. Any claim by Contractor for adjustment under this clause must be asserted no later than 30 days from the date of receipt by the Contractor of the notification of change. Claims for constructive changes to the contract will not be considered.

#### I.8 REPRESENTATIONS (ACNI 0008 MAR 2009)

The Contractor shall not represent itself to be an agent or representative of MR, MCCS or any other agency or instrumentality of the United States.

#### I.9 ADVERTISEMENTS (ACNI 0009 MAR 2009)

The Contractor shall not represent in any manner, expressly or by implication, that items or services purchased or sold under this contract are approved or endorsed by any element of the U.S. Government. Any advertisement by the Contractor which refers to a military resale or MCCS activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.

#### I.10 SUBCONTRACTING (ACNI 0010 MAR 2009)

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

#### I.11 ASSIGNMENT (ACNI 0011 MAR 2009)

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

#### I.12 REPRESENTATIVES (ACNI 0012 MAR 2009)

Contractor is fully responsible for the actions of all contractor employees, agents, and representatives. Books and records of contractor

representatives are subject to examination and audit under the Examination of Records clause of the contract.

#### I.13 TAXES (ACNI 0013 MAR 2009)

a. Contractor assumes complete and sole liability for all federal, state, and local taxes applicable to the property, income, and transactions of the Contractor. The prices charged MR and M CCS 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) by reason of M CCS legal status as an instrumentality of the United States government; or

(2) by reason of MR and M CCS immunity from direct state or local taxation; or

(3) by reason of federal, state, or local tax exemptions for sales to the Federal Government; or

(4) otherwise, such as items purchased for export.

b. 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 MR and M CCS. The Contracting Officer, upon request, will furnish additional documentation to support tax exemptions if required by an appropriate tax authority.

#### I.14 PERMITS AND LICENSES (ACNI 0014 MAR 2009)

Contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the service or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employees rests with the Contractor.

#### I.15 NON-WAIVER OF DEFAULTS (ACNI 0015 MAR 2009)

Any failure by MR and M CCS at any time or from time to time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or MR and M CCS' right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

#### I.16 INDEMNIFY AND HOLD HARMLESS (ACNI 0016 MAR 2009)

a. Contractor shall indemnify, hold harmless and defend MR and M CCS 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) 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;

(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 MR, M CCS, its agents, representatives, or employees.

(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.

b. MR and M CCS will give Contractor notice and an Opportunity to defend.

#### I.17 INSURANCE (ACNI 0017 MAR 2009)

The Contractor shall maintain, during any contract period, insurance coverage as stated in this contract, with insurance company(ies) acceptable to MR and M CCS. All liability insurance coverage will name the United States, MR, and M CCS as additional and several insureds for claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of Contractor, or Contractor's agents, representatives, or employees.

#### I.18 WARRANTY (ACNI 0018 MAR 2009)

Contractor warrants that:

a. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not "seconds" as the term is normally understood in the trade. This warranty shall survive acceptance by MR and M CCS of the items and is in addition to other warranties of additional scope given by the Contractor to MR and M CCS.

b. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for  
MCM18-C-2006

such items or services and that the rights and remedies provided in the Contractor's warranties are in addition to and do not limit any rights afforded to MR and MCCS by any other clause of this contract.

c. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter's Laboratories, Inc. (UL) standards, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent Seal of Approval.

d. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to MR and MCCS.

#### I.19 ITEM SUBSTITUTION AND VARIATION IN QUANTITY (ACNI 0019 MAR 2009)

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

#### I.20 NON-EXCLUSIVE CONTRACT (ACNI 0020 MAR 2009)

Unless specified elsewhere, this contract does not establish Contractor as the sole supplier of goods or services to be provided on this military installation.

#### I.21 INVOICING AND PAYMENT (ACNI 0022 MAR 2009)

a. Invoicing Instructions. In order to be considered proper invoices for purposes of the Prompt Payment Act, invoices must be submitted as follows:

(1) Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings.

(2) Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Contracting Officer) and must contain the following minimum information to enable timely payment:

(a) Name of Contractor.

(b) Invoice date. This cannot be a date earlier than the ship date required by the contract or purchase/delivery order. In the event that the invoice date is a date earlier than the required ship date, MR and MCCS retains the right either to return the improper invoice to the

Contractor for correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the invoice is improper for any other reason, the invoice date, for purposes of prompt payment discounts, will be considered to be the date of receipt of the corrected, proper invoice.

(c) Contract or purchase/delivery order number.

(d) Item description and quantity shipped/delivered.

(e) Contract/order line item number (CLIN), item cost, and total.

(f) Shipping and discount terms, including prompt payment discounts, and special allowance(s) if included in the contract. Prompt payment discounts and special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total.

(g) "Ship To" address as shown on order or contract.

(h) Freight charges (on FOB origin shipments).

(i) Name, title and phone number of Contractor's contact person.

(j) Complete "remit to" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless in accordance with paragraph b.(8) below.

(3) Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.

#### b. Payment

(1) A proper invoice is an invoice which contains all of the information/documentation specified in paragraph a.(2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated MR or M CCS paying office. Improper invoices may be returned without payment to the Contractor.

(2) The net payment date for MR and M CCS contracts is established at 30 days after receipt of a proper invoice. Discounts for prompt payment, if included in the contract, will be applied as follows:

(a) If the contract or purchase order specifies a prompt payment discount period of less than 30 days, the discount will be taken

if payment can be made within the stated period otherwise the net payment will be due 30 days after receipt of a proper invoice.

(b) If the contract or purchase order specifies a prompt payment discount period of 30 days or more, the discount will be taken if payment can be made within the stated period otherwise the net payment will be due 30 days after the prompt payment discount period ends.

(c) If the contract fails to specify any prompt payment discount, then net payment will be due 30 days after receipt of a proper invoice.

(3) In the event that a prompt payment discount, or other special discounts or allowances specified on Contractor's invoice are better than that specified in the contract or purchase order, MR or M CCS may take the more favorable discounts and/or allowances.

(4) For the purpose of determining whether payment is timely made by MR or M CCS, a "day" is counted for each calendar day. When payments fall due on Saturday, Sunday or legal Federal holidays, payments made the following business day will not incur late payment interest penalties.

(5) A discount for prompt payment can be taken by MR or M CCS if the discounted payment is made within the discount period specified. The prompt payment discount period begins to run on the date of the invoice. Computation of the period for prompt payment discounts begins with the date of invoice; computation for net payment begins with receipt of a proper invoice.

(6) Payment is made:

(a) the date a check for payment is dated.

(b) the date an electronic fund transfer is received, regardless of the date the financial institution posts the transfer.

(c) the date a withholding authorized by the contract is initiated by MR or M CCS.

(7) Payment will be made by mailing a check to the address shown on the contract, unless the Contractor provided a different "remit to" address to the Contracting Officer at the time the terms were negotiated or the contract was issued.

(a) If a Contractor wishes to change the address (e.g., street, P.O. box, city/state) to which payment should be sent or wishes its payments to also reflect a factor's name and be sent to the factor's address, the request must be in writing, signed by a responsible official of the Contractor, and submitted to the Contracting Officer. All such

requests must clearly establish which division or subsidiary of a corporation such changes apply to and the address which is superseded by the changes. These changes will become effective on the date determined by MR or M CCS, normally 30 days after approval. Changes will be done on an accommodation basis only, with the understanding that no legal obligation is imposed on MR or M CCS for failure to make payment to the new payee/address.

(b) Any request by the Contractor to change the name shown on the contract or to delegate its obligation under the contract must be sent to the Contracting Officer.

(8) Any questions or inquiries concerning invoice payments should be directed to the MR or M CCS paying office designated on the contract or purchase/delivery order.

(9) Any interest penalties due to Contractors will be computed in accordance with the Prompt Payment Act, 31 U.S.C. 3901-3906, as amended.

#### I.22 WITHHOLDING (ACNI 0023 MAR 2009)

MR or M CCS may withhold payment for:

a. Amounts due or creditable to MR or M CCS under this contract, e.g., returns, damages.

b. Amounts otherwise due or creditable to MR or M CCS. Any dispute will be processed under the Disputes clause of this contract unless it became due pursuant to another contract which included a Disputes clause.

#### I.23 DISPUTES (M CCS) (ACNI 0024 MAR 2009)

a. This contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. §601-613). All disputes arising under or relating to this contract will be resolved under this clause.

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

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



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

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(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.)

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

(1) A written request has been received by the Contracting Officer complying fully with subparagraph "c" above,

(2) A dispute arises between the parties after a reasonable time for review and disposition, and

(3) Contractor requests the Contracting Officer to issue a final decision.

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

f. 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.

g. The Contractor may appeal the Contracting Officer's dispute decision by mailing or otherwise furnishing the written appeal (two copies) addressed to the Director, MR or, if applicable, Installation Commander, and furnishing a copy of the appeal 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.

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

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

#### I.24 CONTRACTOR LIABILITY (ACNI 0025 MAR 2009)

a. Except as set out specifically elsewhere in the contract, Contractor shall be liable for costs to MR, MCCS 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 procurement costs.

b. 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, Contractor shall provide prompt written notice to the Contracting Officer; the Contracting Officer, at his option 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.25 TERMINATION (ACNI 0026 MAR 2009)

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

a. Termination for Default. MR and MCCS by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of reprocurring similar products and services provided that if (i) the Contractor was not in default; or (ii) the Contractor's failure to perform is without his/her or his/her subcontractor's control or negligence, the termination shall be deemed a "Termination for Convenience."

b. Termination for Convenience. MR and MCCS by written notice may terminate this contract in whole or in part when it is in the best interest of MR or MCCS. If this contract is for products and services and is so terminated, the Contractor shall be compensated in accordance with Federal Acquisition Regulation in effect on this contract's date. To the extent that this contract is for services and is so terminated, MR or MCCS shall be liable for payment as set forth in the payment provisions of this contract for services rendered prior to the effective date of termination.

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

#### I.26 REQUESTS FOR MONETARY OR OTHER RELIEF (ACNI 0027 MAR 2009)

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

#### I.27 NOTIFICATION OF DEBARMENT OR SUSPENSION STATUS (ACNI 0028 MAR 2009)

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

#### I.28 EQUAL EMPLOYMENT OPPORTUNITY (ACNI 0029 MAR 2009)

a. The Contractor agrees to comply with regulations of the Department of Labor contained in Title 41, Code of Federal Regulations, Chapter 60, which are incorporated herein by reference.

b. A contract award in the amount of \$10,000 or more shall not be made unless the Contractor, and each first-tier subcontractor which will receive a subcontract of \$10,000 or more, are found on the basis of a review to be in compliance with the Equal Employment Opportunity regulations of the Department of Labor.

#### I.29 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (ACNI 0030 MAR 2009)

If this contract equals or exceeds \$10,000, and is not otherwise exempt, the Contractor agrees to comply with the regulations of the Department of Labor and the Office of Federal Contract Compliance Program, and the Affirmative Action clause as set out in Title 41, Code of Federal Regulations, Part 60-250, which are incorporated herein by reference.

#### I.30 AFFIRMATIVE ACTION AND NONDISCRIMINATION FOR WORKERS WITH DISABILITIES (ACNI 0031 MAR 2009)

If the contract amount equals or exceeds \$10,000, and is not otherwise exempt, the Contractor agrees to comply with the regulations of the Department of Labor and the Affirmative Action clause as set forth in Title 41, Code of Federal Regulations, Part 60-741, which are incorporated herein by reference.

I.31 CONVICT LABOR (ACNI 0032 MAR 2009)

Except as provided in 48 CFR 5222-3, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment.

I.32 DRUG-FREE WORK PLACE (ACNI 0033 MAR 2009)

To the extent applicable, the Contractor will comply with the requirements of the Drug Free Workplace Act of 1988 (41 USC sec. 701, Pub. L. 100-690, as amended).

I.33 ACCIDENT PREVENTION, FIRE PROTECTION, AND SANITATION (ACNI 0034 MAR 2009)

If this contract is performed in whole or in part on premises owned or under the control of the United States Government, MR, or MCCS, 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, unless immediately corrected as directed by the Contracting Officer, shall be grounds for termination of the contract under the "Termination For Default" clause.

I.34 ENVIRONMENTAL PROTECTION (ACNI 0035 APR 2012)

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

b. Unless this contract is exempt, by acceptance of this contract, the Contractor (and, where appropriate, the Subcontractor) stipulates:

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

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

(3) As a condition of award of contract, the Contractor shall promptly notify the Contracting Officer of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA,

or delegate, indicating a facility to be used for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Its agreement to include the criteria and requirements in subparagraphs b(1) through b(4) in every nonexempt subcontract, and to take such actions the government may direct to enforce such provisions.

#### I.35 PERSONAL IDENTIFICATION OF CONTRACTOR PERSONNEL (ACNI 0036 MAR 2009)

Contractor and any subcontractors shall be required to comply with applicable MR or MCCS identity verification procedures, installation access requirements, and security clearance policies.

#### I.36 RESTRICTIONS ON PURCHASES OF FOREIGN GOODS (ACNI 0037 MAR 2009)

a. 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 if 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.

b. 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 <http://www.treas.gov/offices/enforcement/ofac/sdn>. 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 <http://www.treas.gov/offices/enforcement/ofac>.

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

#### I.37 GREEN CLAUSE (ACNI 0038 APR 2012)

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

a. Utilizing environmentally friendly products, where possible.

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

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

**J. SECTION J: LIST OF ATTACHMENTS**

J.1 Wage Determination:

WD 15-4281 (Rev.-11) was first posted on www.wdol.gov on 07/10/2018

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2015-4281  
Revision No.: 11  
Date Of Revision: 07/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Prince George's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
Loudoun, Manassas, Manassas Park, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.64
01012 - Accounting Clerk II		20.91
01013 - Accounting Clerk III		23.40
01020 - Administrative Assistant		33.16
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		15.24
01052 - Data Entry Operator II		16.63
01060 - Dispatcher, Motor Vehicle		19.28
01070 - Document Preparation Clerk		17.55
01090 - Duplicating Machine Operator		17.55
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.54
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		18.47
01262 - Personnel Assistant (Employment) II		20.67

01263 - Personnel Assistant (Employment) III	23.04
01270 - Production Control Clerk	25.39
01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	17.24
01410 - Supply Technician	33.16
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.56
01531 - Travel Clerk I	16.28
01532 - Travel Clerk II	17.50
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.05
01612 - Word Processor II	19.13
01613 - Word Processor III	21.41
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.88
07042 - Cook II	18.46
07070 - Dishwasher	11.79
07130 - Food Service Worker	11.62
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	11.30
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.58
11060 - Elevator Operator	12.97
11090 - Gardener	19.14
11122 - Housekeeping Aide	12.97
11150 - Janitor	12.97
11210 - Laborer, Grounds Maintenance	14.28
11240 - Maid or Houseman	12.23
11260 - Pruner	12.66
11270 - Tractor Operator	17.51
11330 - Trail Maintenance Worker	14.28
11360 - Window Cleaner	14.63
12000 - Health Occupations	



12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.49
12012 - Certified Occupational Therapist Assistant	30.76
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	21.50
12025 - Dental Hygienist	45.97
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	17.58
12130 - Medical Laboratory Technician	20.88
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.67
12210 - Nuclear Medicine Technologist	39.79
12221 - Nursing Assistant I	11.75
12222 - Nursing Assistant II	13.22
12223 - Nursing Assistant III	14.42
12224 - Nursing Assistant IV	16.18
12235 - Optical Dispenser	21.60
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	18.41
12305 - Radiologic Technologist	34.20
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	28.49
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.07
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	33.44
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	38.38
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	34.67
13058 - Library Technician	20.89
13061 - Media Specialist I	24.93
13062 - Media Specialist II	27.90
13063 - Media Specialist III	31.10
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	25.72
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60

14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	38.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	38.30
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	32.35
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.84
15086 - Maintenance Test Pilot, Rotary Wing	48.84
15088 - Non-Maintenance Test/Co-Pilot	48.84
15090 - Technical Instructor	29.27
15095 - Technical Instructor/Course Developer	35.79
15110 - Test Proctor	23.62
15120 - Tutor	23.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.55
16030 - Counter Attendant	12.55
16040 - Dry Cleaner	16.13
16070 - Finisher, Flatwork, Machine	12.55
16090 - Presser, Hand	12.55
16110 - Presser, Machine, Drycleaning	12.55
16130 - Presser, Machine, Shirts	12.55
16160 - Presser, Machine, Wearing Apparel, Laundry	12.55
16190 - Sewing Machine Operator	17.28
16220 - Tailor	18.26
16250 - Washer, Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.18
19040 - Tool And Die Maker	31.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.64
21030 - Material Coordinator	25.39
21040 - Material Expediter	25.39
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	19.64
21110 - Shipping Packer	18.05
21130 - Shipping/Receiving Clerk	18.05
21140 - Store Worker I	13.32
21150 - Stock Clerk	18.40
21210 - Tools And Parts Attendant	19.64
21410 - Warehouse Specialist	19.64
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.21
23019 - Aircraft Logs and Records Technician	26.30
23021 - Aircraft Mechanic I	34.38
23022 - Aircraft Mechanic II	36.21
23023 - Aircraft Mechanic III	37.97

23040 - Aircraft Mechanic Helper	23.34
23050 - Aircraft, Painter	32.91
23060 - Aircraft Servicer	26.30
23070 - Aircraft Survival Flight Equipment Technician	32.91
23080 - Aircraft Worker	27.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.38
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.90
23125 - Cable Splicer	34.63
23130 - Carpenter, Maintenance	22.56
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	23.31
23290 - Fire Alarm System Mechanic	24.20
23310 - Fire Extinguisher Repairer	21.47
23311 - Fuel Distribution System Mechanic	30.36
23312 - Fuel Distribution System Operator	25.56
23370 - General Maintenance Worker	21.46
23380 - Ground Support Equipment Mechanic	34.38
23381 - Ground Support Equipment Servicer	26.30
23382 - Ground Support Equipment Worker	27.96
23391 - Gunsmith I	21.47
23392 - Gunsmith II	24.96
23393 - Gunsmith III	27.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.44
23430 - Heavy Equipment Mechanic	28.13
23440 - Heavy Equipment Operator	23.36
23460 - Instrument Mechanic	30.07
23465 - Laboratory/Shelter Mechanic	26.51
23470 - Laborer	14.98
23510 - Locksmith	25.89
23530 - Machinery Maintenance Mechanic	28.23
23550 - Machinist, Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	30.07
23592 - Metrology Technician II	31.67
23593 - Metrology Technician III	33.21
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	28.47
23810 - Plumber, Maintenance	27.04
23820 - Pneudraulic Systems Mechanic	27.91
23850 - Rigger	28.23
23870 - Scale Mechanic	24.96
23890 - Sheet-Metal Worker, Maintenance	26.00
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	33.62
23960 - Welder, Combination, Maintenance	24.34
23965 - Well Driller	22.91

23970 - Woodcraft Worker	27.91
23980 - Woodworker	21.47
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	13.12
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.23
24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.55
25040 - Sewage Plant Operator	25.77
25070 - Stationary Engineer	33.55
25190 - Ventilation Equipment Tender	23.62
25210 - Water Treatment Plant Operator	25.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	16.69
27008 - Corrections Officer	26.12
27010 - Court Security Officer	27.08
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	26.12
27070 - Firefighter	28.10
27101 - Guard I	16.69
27102 - Guard II	20.57
27131 - Police Officer I	30.28
27132 - Police Officer II	33.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.27
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.78
29020 - Hatch Tender	30.78
29030 - Line Handler	30.78
29041 - Stevedore I	28.36
29042 - Stevedore II	32.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.40
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.23
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.19
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	27.38
30052 - Cryogenic Technician II	30.24
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92

30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.93
30095 - Evidence Control Specialist	24.72
30210 - Laboratory Technician	25.68
30221 - Latent Fingerprint Technician I	34.60
30222 - Latent Fingerprint Technician II	38.22
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	30.24
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	30.24
30461 - Technical Writer I	26.33
30462 - Technical Writer II	32.20
30463 - Technical Writer III	38.97
30491 - Unexploded Ordnance (UXO) Technician I	26.94
30492 - Unexploded Ordnance (UXO) Technician II	32.60
30493 - Unexploded Ordnance (UXO) Technician III	39.07
30494 - Unexploded (UXO) Safety Escort	26.94
30495 - Unexploded (UXO) Sweep Personnel	26.94
30501 - Weather Forecaster I	27.71
30502 - Weather Forecaster II	33.71
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.60
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	11.90
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	14.23
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	21.38
31364 - Truckdriver, Tractor-Trailer	21.38
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.89
99030 - Cashier	10.85
99050 - Desk Clerk	13.03
99095 - Embalmer	30.69
99130 - Flight Follower	26.94
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	35.01
99310 - Mortician	34.10
99410 - Pest Controller	18.70
99510 - Photofinishing Worker	13.50
99710 - Recycling Laborer	20.25
99711 - Recycling Specialist	24.84
99730 - Refuse Collector	17.96
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	26.89

99831 - Surveying Aide	16.71
99832 - Surveying Technician	25.55
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract 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 the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the



contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

**K. SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS (ACNK 1000 MAR 2016)**

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, \_\_\_\_\_ a partnership, \_\_\_\_\_ a nonprofit organization, or \_\_\_\_\_ a joint venture.

K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (ACNK 0002)

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.3 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (ACNK 0003 SEP 2015)

(Applicable to solicitations for contracts which are expected to exceed \$10,000 and are covered by the Equal Opportunity clause. The Offeror represents that--

a. It \_\_\_\_\_ has, \_\_\_\_\_ has not participated in a previous contract or subcontract subject either 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.

b. It \_\_\_\_\_ has, \_\_\_\_\_ has not filed all required compliance reports; and

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

K.4 CERTIFICATION OF NONSEGREGATED FACILITIES (ACNK 0004)

(Applicable to solicitations for contracts which are expected to exceed \$10,000 and are covered by the Equal Opportunity Clause.

a. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, 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, 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.

b. 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.

c. The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

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

(2) Retain the certifications in the files; and

(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.5 AFFIRMATIVE ACTION COMPLIANCE (ACNK 0005)

The Offeror represents that (a) 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 (b) it \_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

a. It \_\_\_\_ has, \_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation.

b. It \_\_\_\_ has, \_\_\_\_ has not filed all required compliance reports; and

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

K.6 BUY AMERICAN ACT/TRADE AGREEMENTS ACT (ACNK 0006 Sep 2015)

a. To the extent that this solicitation calls for the purchase by the MCCA of items not for resale which are for use within and outside the United States, preference will be given to a) domestic end products, b) designated country end products, and c) Caribbean Basin country end products, as further discussed below, in accordance with the Buy American Act, 41 U.S.C. 10ad; Executive Order 10582, as amended; the Trade Agreements Act of 1979, 19 U.S.C. 2511, et seq.; and the Caribbean Basin Economic Recovery Act, 19 U.S.C. 2701, et seq.

b. For this purpose:

(1) "Components" means articles, materials, and supplies incorporated directly into the end products;

(2) "End products" means articles, materials, and supplies acquired under this contract for MCCA use;

(3) "Domestic end products" means:

(a) a non-manufactured end product mined or produced in the United States; OR

(b) an end product manufactured in the United States, if the cost of the components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of each component includes transportation costs to the place of incorporation into the end product and any applicable duty (whether or not a duty-free entry certificate is issued). Components of foreign origin shall be treated as components mined, produced, or manufactured in the United States if the Government determines that the components are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. In acquisitions components of Canadian origin above \$25,000 and Mexican components above \$56,190 are treated as domestic components.

(4) "Designated country end product" means an end product that:

(a) is wholly the growth, product, or manufacture of the designated country; OR

(b) in the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce

with a name, character, or use distinct from that of the article or articles from which it was transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

Designated countries are: Afghanistan, Angola, Antigua and Barbuda, Aruba, Australia, Austria, Bahamas, Bahrain, Bangladesh, Barbados, Belgium, Belize, Benin, Bhutan, British Virgin Islands, Bulgaria, Burkina Faso, Burundi, Cambodia, Canada, Central African Republic, Chad, Chile, Comoros, Costa Rica, Cyprus, Czech Republic, Democratic Republic of Congo, Denmark, Djibouti, Dominica, Dominican Republic, East Timor, El Salvador, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Finland, France, Gambia, Germany, Greece, Grenada, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Jamaica, Japan, Kiribati, Korea (Republic of), Laos, Latvia, Lesotho, Liechtenstein, Liberia, Lithuania, Luxembourg, Madagascar, Malawi, Maldives, Mali, Malta, Mauritania, Mexico, Montserrat, Morocco, Mozambique, Nepal, Netherlands, Netherlands Antilles, Nicaragua, Niger, Norway, Oman, Peru, Poland, Portugal, Romania, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Singapore, Slovak Republic, Slovenia, Solomon Islands, Somalia, Spain, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sweden, Switzerland, Taiwan, Tanzania, Togo, Trinidad and Tobago, Tuvalu, Uganda, United Kingdom, Vanuatu, Yemen and Zambia.

(5) "Caribbean Basin country end product" means an end product that:

(a) is wholly the growth, product, or manufacture of a Caribbean Basin country; OR

(b) in the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article or articles from which it was transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

Caribbean Basin countries are: Antigua and Barbuda, Aruba, The Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Panama, St Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

(6) "Offered cost" means the end product cost plus actual or constructive costs of handling, the transportation to the final destination, and applicable customs duty.

(7) "United States" means the 50 states, the District of Columbia, Puerto Rico, American Samoa, the U.S. Virgin Islands, Baker Island, Guam, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Island.

c. CERTIFICATION: The Offeror hereby certifies that each end product offered in response to this solicitation, EXCEPT THOSE LISTED BELOW, is a domestic end product. Components of unknown origin are considered to have been mined, produced or manufactured outside the United States, a designated country a NAFTA country or a Caribbean Basin country.

LIST OF END PRODUCTS WHICH ARE NOT DOMESTIC

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____
_____	_____

(Attach supplemental listing as necessary.)

If the above listing is left blank, Offeror is certifying that all end products offered are domestic end products.

d. In accordance with applicable law, the following method will be used in evaluating the procurements to be made in this procurement:

For purpose of evaluating offers only, 6% will be added to the offered cost when a non-domestic end product is offered for the procurement. This percentage shall be applied, based upon the nature of the procurement, as stated in the award evaluation paragraphs of the solicitation (i.e., by line item, line item group, or one award for all line items). For example, if award will be made by line item, 6% will be added to the offered cost of any line item for which a non-domestic end product is offered. If award will be made by line item group, 6% will be added to the total offered cost for any line item group when the offer for the line item group includes at least one non-domestic end product. If one award will be made for all line items, 6% will be added to the total offered cost for all line items when the offer includes at least one non-domestic end product. Based on current Trade Agreements dollar thresholds, the additional 6% calculation will not be applied to the non-domestic end products for countries designated in the applicable trade agreement.

**L. SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS AND RESPONDENTS (ACNL 1000 MAR 2016)**

L.1 DEFINITIONS (ACNL 0001 SEP 2015)

As used herein:

a. The term "solicitation" means a request for proposal (RFP) when an procurement is negotiated.

b. The term "offer" means "proposal" when a procurement is negotiated.

L.2 PREPARATION OF OFFERS (ACNL 0002 SEP 2015)

a. Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the offeror's risk.

b. 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 and 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, unless that evidence has been previously furnished to the issuing office.

c. For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) 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.

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

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

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

g. Proposals must be submitted on standard 8-1/2 X 11 paper. Each page must be numbered in sequence. Each section should 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. Response materials must be bound together; however, individual pages should be easily removed and replaceable for photocopying purposes. Use a table of contents and tabs for ease of reference.

h. Unnecessarily elaborate proposals beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

i. M CCS is not liable for any costs incurred by the prospective contractors in submitting a proposal in response to this RFP.

### L.3 EXPLANATION TO PROSPECTIVE OFFERORS (ACNL 0003)

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.

### L.4 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS (ACNL 0004)

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, Schedule A; or (c) by letter or electronically. M CCS must receive the acknowledgment by the time specified for receipt of offers.

### L.5 SUBMISSION OF OFFERS (ACNL 0005)

a. Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

b. 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.

c. 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 (1) submitted at no expense to M CCS



and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

#### L.6 FAILURE TO SUBMIT OFFER (ACNL 0006)

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.7 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS (ACNL 0007)

a. 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) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or electronically if authorized) or hand-carried (including delivery by a commercial carrier) and it is determined by MCCS that the late receipt was due primarily to mishandling by the MCCS after receipt at the Government installation;

(3) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) 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. [Note: Customize paragraph L-7.a(4), L-13, and L-14 to reflect if electronic/fax proposal will or will not be allowed.]

b. MCCS reserves the right to consider late proposals or late revisions to proposals when it would be to MCCS' advantage to do so;

however, late proposals are not solicited nor encouraged. Late proposals (including revisions) will be opened to determine if it would be to MCCS' advantage to consider them.

c. A late proposal or late 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., 2 days or more).

d. 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 subparagraphs (a) (b) and (c) above.

e. 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 MCCS after receipt at the Government installation.

f. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

g. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

h. The only acceptable evidence to establish the date of mailing of a late offer or modification sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph f. of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

i. 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.

j. 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 work 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.

#### L.8 CONTRACT AWARD - NEGOTIATED (ACNL 0008 SEP 2015)

a. The M CCS will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to M CCS, cost or price and other factors, specified elsewhere in this solicitation, considered.

b. The M CCS may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

c. The M CCS may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

d. MR/M CCS may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. MR reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the offer.

e. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, M CCS may accept an offer (whether or not there are negotiations after its receipt) unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by M CCS.

f. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost of pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

#### L.9 LABOR INFORMATION (ACNL 0009 SEP 2015)

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), the Service Contract Labor Standards (41 U.S.C. 351-357), and Construction Wage Rate Requirements may be obtained from the Department of Labor, Washington, DC 20210, or from an regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services. The Department of Labor website is [www.dol.gov](http://www.dol.gov).

#### L.10 ORDER OF PRECEDENCE (ACNL 0010)

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

#### L.11 SITE VISITS (ACNL 0011 SEP 2015)

N/A 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. This does not; however, include any discussions or questions regarding contractual terms and conditions and changes to the specifications. All questions concerning this proposal shall be submitted in writing to the Contracting Officer. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. Arrangements for site visits shall be made through and/or coordinated with the Contracting Officer.

#### L.12 PROPRIETARY INFORMATION (ACNL 0012)

Proprietary Information. M CCS will not be bound by any language in any offer purporting to limit M CCS' 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 limitations.

L.13 ELECTRONIC OR FACSIMILE OFFERS (ACNL 0013-a JAN 2015)

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

L.14 TYPE OF CONTRACT - FIRM FIXED PRICE (ACNL 0014 SEP 2015)

MR/MCCS 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 MR/MCCS.

L.15 OFFEROR' QUALIFICATIONS (ACNL 0015 SEP 2015)

By submitting a response to this solicitation, the Offeror certifies that it has sufficiently trained personnel to perform the work required. In addition to the minimum standards for responsible Contractors, the following additional standards shall apply: to the extent that a prospective Contractor proposed to perform the contract by subcontracting, acceptable evidence of his "ability to obtain" experience and pertinent skills shall be a commitment or explicit arrangement which must be in existence prior to being awarded a contract under this solicitation.

L.16 INCURRING COSTS (ACNL 0016)

The MCCS 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.17 PROPOSAL PACKAGE (ACNL 0017 SEP 2015)

The proposal package must include the specified information and a minimum with the following copies: three (3) for the Technical Proposal; two (2) of the Price Proposal; and three (3) of the Financial Data.

a. Technical Proposal-PART ONE. Each technical proposal shall include the following:

(1) Section One: Table of contents with page number references.

(2) Section Two: insert/customize with desired information, for example:

- i. Methodology and Approach
- ii. Qualifications of Key Personnel
- iii. Corporate Experience/Past Performance

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

b. Price Proposal-PART TWO. The price proposal shall be submitted separate from the technical proposal above (it may be mailed in the same package, but must be contained in a different envelope/binder). The price proposal shall be prepared in compliance with the following.

(1) Section One: Completed, dated, and signed copies of the Solicitation Offer and Award (Section A, Page 1) and the Representation and Certifications of Offeror's (Section K) with definitions and statements where applicable shall be included. Updated Acord General Liability Insurance and W9.

(2) Section Two: A Firm-Fixed Price shall be included for all CLINs of Section B and the office information shall be completed. The price shall be stated in United States dollars.

c. Financial Data-PART THREE. 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. In the event audited financials are not available, the Offeror shall provide all information deemed relevant to demonstrate the Offeror's financial capability to perform the requirements of the RFP.

d. Failure to submit a Technical Proposal, Price Proposal, Financial Information, Certifications and references shall be a basis for rejection of the offer.

#### L.18 QUESTIONS (ACNL 0018)

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 **January 09, 2019, by 1:00 P.M.** Eastern local time, by e-mail to June Murphy at murphyju@usmc-mccs.org. You must confirm MCCS's receipt of your questions prior to the questions due date. MCCS will respond to all questions by an Amendment. All questions and responses will be provided to all Offerors. The name of your firm will be extracted from questions.

#### L.19 WHERE AND WHEN TO SUBMIT PROPOSALS (ACNL 0019 SEP 2015)

a. All offers submitted in response to this RFP shall be submitted, either via email or in a sealed envelope, marked in the lower left hand corner as follows:

PROPOSAL DO NOT OPEN

Solicitation Number: MCM18-R-0006 (put in subject line if emailing proposal)

Due: January 23, 2019, 2:00pm Local Time

b. To ensure prompt delivery and to safeguard the contents, submission by registered mail is preferred. If the offeror desires to hand carry the proposal, it shall be enclosed in a sealed envelope, marked as described above and delivered to the address below.

c. Hand Deliver:  
MCCS Contracting Office  
2034 Barnett Ave. (Little Hall)  
2<sup>nd</sup> Deck  
Marine Corps Base Quantico, VA 22134

Mail:  
MCCS Contracting Office  
PO BOX 1397  
Quantico, VA 22134

If submitting electronically, email to:

[murphyju@usmc-mccs.org](mailto:murphyju@usmc-mccs.org)

You must confirm receipt of submission by calling (703) 784-5634.

d. The offeror shall execute blocks in the Contractor section of the Page One, Marine Corps Community Services Solicitation Offer, and Award (Nonappropriated Funds) form, all areas in Section B, Section K and Section L of the Request for Proposal (RFP), as applicable. Technical information required by the RFP shall be submitted separately from the pricing information; however, all required documents constituting an offer shall be provided in the offer package.

L.20 ELIGIBILITY OF PROPOSED CONTRACTOR(S) (ACNL 0020)

a. 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.

b. The Offeror must have adequate resources to perform the resulting contract and, upon request, furnish proof of same to the contracting officer. The Contracting Officer may request a financial statement, a cost breakdown, a projected operating statement, or other data from any Offeror. Failure to furnish the data requested within the time specified may cause a firm to be determined nonresponsible.



## **M. SECTION M: EVALUATION FACTORS FOR AWARD (ACNM 1000 MAR 2016)**

### **M.1 AWARD (ACNM 0001 SEP 2015)**

This is a Best Value Procurement. MR/MCCS plans to make a single award to the Offeror determined to be the best value and most advantageous to MR/MCCS. MR/MCCS may also elect to use any other government contract that is found to be the most advantageous to MCCS.

### **M.2 PROPOSAL EVALUATION (ACNM 0002 SEP 2015)**

a. Unless all Proposals are rejected, award will be made to the Offeror that submitted a conforming Proposal that is determined, using the Evaluation Factors in Section M-3, to best meet the requirements stated in the SOW as outlined in Section C and is determined to be the best value response.

b. "Best Value" is defined as the response that is determined by MR/MCCS to best meet the stated requirements with a reasonable and competitive total cost to MR/MCCS. 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. "Substantially equal" proposals are those that do not demonstrate any clear evidence of superiority in meeting the stated requirements relative to each other.

### **M.3 EVALUATION FACTORS (ACNM 0003 SEP 2015)**

All proposals of responsible offerors will be evaluated based on the weighted factors set forth below listed in descending order of importance.

#### **a. Technical Proposal**

- (1) Technical Capability, Understanding and Approach
- (2) Knowledge, Experience and Qualifications
- (3) Past Performance

#### **b. Price**

### **M.4 EVALUATION OF OPTIONAL ITEMS (ACNM 0004)**

a. Except when it is determined not to be in MCCS best interests, MCCS 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 MCCS to exercise any option.

b. M CCS 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 both mathematically unbalanced, that is, nominal prices are offered for some of the items and enhanced prices for others, and there exists a reasonable doubt whether award based on a mathematically unbalanced offer will result in the lowest cost to M CCS.

#### M.5 PRICE (ACNM 0005)

Determination of a realistic price will be used to determine 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.

#### M.6 OPENING OF PROPOSALS AND NEGOTIATION (ACNM 0006)

No information regarding proposals received will be furnished prior to completion of evaluations, negotiation and award of the contract.

#### M.7 SELECTION (ACNM 0007)

a. Notification of Selection. The Contracting Officer will notify the selected offeror upon completion of the selection process.

b. Notification of Non Selection. The Contracting Officer will notify all offerors not selected, advising them of the proposal which was selected.