

**SOLICITATION, OFFER AND AWARD  
(Nonappropriated Funds)**

1. No appropriated funds of the United States shall become due or paid the contractor by reason of this solicitation / award

PAGE OF PAGES  
1 | 113

2. CONTRACT NO.		3. SOLICITATION NUMBER NAFIB4-22-R-0007		4. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 06/01/2022		6. REQUISITION/PURCHASE NUMBER PRRE1-HC-64-22-0001	
7. ISSUED BY Department of the Army IMCOM NAF Contracting ID Sustainment Support On Behalf Of Enterprise Fund 101 Bloxon Street, Building 205, Room 213 JB Myer-Henderson Hall, VA 22211 USA				8. ADDRESS OFFER TO (If other than Item 7) SEE SCHEDULE		CODE IB4 (1)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 1700 ES local time 07/01/2022  
(Hour) (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME Thomas S. Johnson	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS thomas.s.johnson106.naf@army.mil
		AREA CODE	NUMBER	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	48
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	6	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	90
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	26	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	27	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	91
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	30	<input checked="" type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	100
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	34	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	110
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	37				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at Section L., Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Prompt Payment Provisions)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER		17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER	EXT.		

15C. CHECK IF REMITTANCE ADDRESS  
 IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING DATA	
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Thomas S. Johnson		27. Nonappropriated Fund Instrumentality (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on DA Form 4071, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 2	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**SECTION B  
SUPPLIES OR SERVICES AND PRICES**

**B-1. GENERAL**

- a. Concessionaire shall provide all personnel, supervision, supplies, equipment and services necessary to one (1) Food & Beverage (F&B) Concession for the purpose of serving daily breakfast, lunch and dinner, foods, snacks, meals, and non-alcoholic beverages to authorized patrons of the Directorate of Family and Morale, Welfare and Recreation (DFMWR), Fort Belvoir, Virginia, a Nonappropriated Fund Instrumentality (NAFI) of IMCOM FMWR Single Enterprise Fund, hereafter referred to as the NAFI. Concessionaire shall establish and operate concession operations described herein.

**B-2. FEE SCHEDULE**

- a. The Concessionaire shall pay the NAFI a monthly percentage fee during a one-year base period and four one-year option periods totaling five years. The monthly percentage fee is the offeror's consideration for the facility and utilities provided by the NAFI. All terms and conditions are mutually agreed upon.

**b. Contract Line Item (CLIN) No.**

<b>0001</b>	<b>Two-Year BASE Period (1 September 2022 – 31 August 2024)</b>
	Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO
<b>0002</b>	<b>OPTION LINE ITEM</b>
	<b>Catering Concession (1 September 2022 – 31 August 2024)</b> Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO

**\*\*\*Minimum monthly percentage fee acceptable to the NAFI is 7% of total gross revenues\*\*\***

<b>1001</b>	<b>OPTION PERIOD ONE (1 September 2024 – 31 August 2026)</b>
	Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO
<b>1002</b>	<b>OPTION LINE ITEM</b>
	<b>Catering Concession (1 September 2024 – 31 August 2026)</b> Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO

**\*\*\*Minimum monthly percentage fee acceptable to the NAFI is 7.5% of total gross revenues\*\*\***

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 3	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

<b>2001</b>	<b>OPTION PERIOD TWO (1 September 2026 – 31 August 2028)</b>
	Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO
<b>2002</b>	<b>OPTION LINE ITEM</b>
	<b>Catering Concession (1 September 2026 – 31 August 2028)</b> Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO

**\*\*\*Minimum monthly percentage fee acceptable to the NAFI is 8% of total gross revenues\*\*\***

<b>3001</b>	<b>OPTION PERIOD THREE (1 September 2028 – 31 August 2030)</b>
	Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO
<b>3002</b>	<b>OPTION LINE ITEM</b>
	<b>Catering Concession (1 September 2028 – 31 August 2030)</b> Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO

**\*\*\*Minimum monthly percentage fee acceptable to the NAFI is 8.5% of total gross revenues\*\*\***

<b>4001</b>	<b>OPTION PERIOD FOUR (1 September 2030 – 31 August 2032)</b>
	Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO
<b>4002</b>	<b>OPTION LINE ITEM</b>
	<b>Catering Concession (1 September 2032 – 31 August 2032)</b> Percentage fee paid to the NAFI by the CONCESSIONAIRE each month: _____ MO

**\*\*\*Minimum monthly percentage fee acceptable to the NAFI is 9% of total gross revenues\*\*\***

If deemed that no upgrades are necessary, number of calendar days for implementation, to fully staff and open food and beverage concession after Notice To Proceed with services is issued:

\_\_\_\_\_ DAYS

If deemed that upgrades are necessary, number of calendar days for implementation and opening of food and beverage concession after Notice To Proceed is issued:

\_\_\_\_\_ DAYS

**B-3. PRE-PROPOSAL CONFERENCE**

- a. **A PRE-PROPOSAL CONFERENCE is scheduled for Wednesday, June 15, 10:00 AM (EST) at Building 1200 Taylor Road, Fort Belvoir, VA 22060.** Offerors must have a valid driver's license and proof of vehicle insurance in order to gain access to Fort Belvoir. Please contact either Mr. Tim Coolican at [Timothy.j.coolican.naf@army.mil](mailto:Timothy.j.coolican.naf@army.mil) and 443-910-5937, to confirm your attendance. There will be only one site visit for this project. Offerors are strongly encouraged to attend.

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 4	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>B-4. NOTES TO OFFEROR</b></p> <p>a. The following is provided for informational purposes only:</p> <p>b. Fort Belvoir is Fort Belvoir is home to a number of significant United States military organizations. With nearly twice as many workers as the Pentagon, Fort Belvoir is the largest employer in Fairfax County. Fort Belvoir comprises three geographically distinct areas: main base, Davison Army Airfield, and Fort Belvoir North.</p> <p>c. As of the census of 2010, there were 7,100 people, 1,777 households, and 1,700 families residing in the Census Designated Place.</p>			
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CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 5	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>PRIVACY ACT STATEMENT</p> <p>AUTHORITY: 5 U.S.C. 552a</p> <p>PRINCIPLE PURPOSE Identification of Concessionaires who contract with the NAFI as individuals.</p> <p>ROUTINE The information will be used to comply with IRS reporting requirements of certain payments made to individuals.</p> <p>USES Information furnished may be disclosed to other Federal, State, and Local Government Agencies in the pursuit of their official duties. It may also be used for other lawful enforcement of litigation. The Social Security Number (SSN) is used for identification of individuals and records.</p> <p>DISCLOSURE Disclosure is voluntary. If the information requested is not provided, the contract will not be executed.</p>			
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Name of CONTRACTOR	Project Title Long-Term Concessionaire
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**SECTION C**  
**DESCRIPTION/SPECIFICATION**

**C-1.BACKGROUND**

- a. Fort Belvoir supports the finest teams of military and civilian scientists, research engineers, technicians and administrators. In order to meet the demand for F&B concessions, the DFMWR at Fort Belvoir, Virginia requires the service of a Concessionaire to fully operate and maintain a F&B concession at a single location at Fort Belvoir.

**C-2.ACRONYMS AND DEFINITIONS**

- a. Acronyms

AR:	Army Regulation
BLDGS:	Buildings
COR:	Contracting Officer’s Representative
DA:	Department of Army
FMD:	Financial Management Division
GFP:	Government Furnished Property
GMWROE:	Garrison Morale, Welfare and Recreation Operating Entity
KO:	Contracting Officer
MEDDAC:	Medical Department Activity
FMWR:	Family and Morale, Welfare and Recreation
NAFI:	Nonappropriated NAFI Instrumentality (synonymous with GMWROE)
PM:	Preventive Medicine
DPW:	Directorate for Public Works
SOW:	Statement of Work
GAAP	Generally Accepted Accounting Principles

- b. Definitions:

- (1) **Activity: FMWR Recreation Division**, Fort Belvoir, Virginia.
- (2) **Contractor/Concessionaire:** The person or entity who has been awarded the contract to provide services described in the resulting contract.
- (3) **Contracting Officer:** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- (4) **Contracting Officer’s Representative (COR):** An individual appointed by and designated in writing by the Contracting Officer to monitor performance of the Concessionaire in accordance with (IAW) the terms and conditions of the contract and specifications set forth therein.

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 7	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(5) <b>Eligible Patrons:</b> Individuals authorized to obtain and purchase services from the NAFI in accordance with AR 215-1. Generally, this includes military personnel on active duty, members of the Reserve Component (active and inactive Reservists, National Guard, and ROTC personnel while they are in a training status), retired personnel, DoD civilian employees, the family members for each category of user, and other authorized guests at Fort Belvoir, VA authorized by AR 215-1.</p> <p>(6) <b>DFMWR:</b> The Directorate of Family and Morale, Welfare and Recreation at Fort Belvoir, VA.</p> <p>(7) <b>NAFI:</b> “Nonappropriated Fund Instrumentality” (NAFI). An integral DoD organizational entity, which performs an essential Government function. It acts in its own name to provide or assist other DoD organizations in providing morale, welfare, and recreational programs for military personnel and civilians. It is established and maintained individually or jointly by the heads of the DoD components. As a fiscal entity, it maintains custody of and control over its nonappropriated funds. It is responsible for the prudent administration, safeguarding, preservation, and maintenance of those appropriated fund resources made available to carry out its function. With its nonappropriated funds, it contributes to the morale, welfare and recreational programs of other authorized organizational entities when so authorized. It is not incorporated under the laws of any State or the District of Columbia and enjoys the legal status of an instrumentality of the United States. The Nonappropriated Fund Instrumentality (NAFI) that is a party to this contract is a nonappropriated fund instrumentality of the Department of the Army.</p> <p>(8) <b>Government:</b> “Government” or “entity of the Government” means any entity of the legislative or judicial branch, any executive agency, military department, government corporation, or independent establishment, the U. S. Postal Service, or any nonappropriated fund instrumentality of the Armed Forces. Under this contract, the term “Government” shall generally refer to the NAFI or Fund. The term may also refer to other Federal Agencies having jurisdiction under this contract.</p> <p>(9) <b>Offeror:</b> The person or entity submitting a proposal in response to the Request for Proposal (RFP). After the contract is awarded this term will refer to the person or entity that was awarded the contract as the Contractor or Concessionaire.</p> <p>(10) <b>Quality Assurance:</b> Those actions taken by the NAFI to check Concessionaire’s Quality Control methods to determine they meet the requirements of this contract.</p> <p>(11) <b>Quality Control:</b> Those actions taken by the Concessionaire to ensure that the services are performed according to the terms and conditions of the contract.</p> <p>(12) <b>FY:</b> Means “fiscal year” and refers to the operating year October 1 through September 30.</p>			
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CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 8	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(13)<b>Gross Receipts:</b> Except as provided herein, is defined to be all money, cash receipts, assets, property, or other things of value, including but not limited to gross credit and cash sales, rentals, fees and commissions made or earned by the Concessionaire, exclusive of state or local sales tax.</p> <p>(14)<b>Gross Revenue:</b> Total dollars paid by customers for all services rendered on goods sold; less any refunds and applicable sales, use, excise or other taxes.</p> <p>(15)<b>Maintenance:</b> The work required to preserve and maintain a real property facility or piece of equipment in such condition that it may be effectively used for its designated functional purpose. Maintenance includes work done to prevent damage that would be more costly to restore than to prevent.</p> <p>(16)<b>Restoration and Repair:</b> Unless indicated otherwise, work performed in this category after the initial build-out is the responsibility of the Concessionaire and includes the following:</p> <ol style="list-style-type: none"> <li>1. Restoration of a real property facility to such condition that it may be effectively used for its designated functional purpose. Repair may include overhaul, reprocessing, or replacement of deteriorated components or materials.</li> <li>2. Correction of deficiencies in failed or failing components of existing equipment or systems to meet current standards and codes where such work, for reasons of economy, shall be done concurrently with restoration of failed or failing components. Corrective work may involve incidental increases in quantities or capacities. Replacement parts of materials that are more durable and provide longer life may be substituted for original parts and materials. The intent is to provide the most durable, energy efficient, low maintenance, cost effective repairs.</li> <li>3. Major work required to restore a generally deteriorated facility to such a condition that it may be effectively used for its designated purpose. Such an undertaking may include relocation or reconfiguration of building components such as carpeting, partitions, windows and doors, incidental to repair or replacement. In case of failed or failing systems, such an undertaking may also incorporate additional components, if based on good engineering practice, to permit efficient and safe use of the replacement system. Repair does not include increases in quantities of components for functional reasons, nor extension of utilities or protective systems to areas not previously served. An increase in quantities of components for functional reasons, area served by utilities or protective systems, or exterior building dimensions, is construction.</li> </ol> <p>(17)<b>Real property:</b> Lands and improvements to land, buildings, and facilities, including improvements and additions, and utilities systems. It includes equipment affixed</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 9	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p style="text-align: center;">and built into the facility as an integral part of the facility (such as heating systems), but not movable equipment (such as plant equipment). Real property is divided into the four basic classes for accounting purposes. They include land; improvements to land; buildings and facilities (including installed building equipment); and utility distribution and sanitary systems.</p> <p><b>C-3.REQUIREMENT</b></p> <p>a. The CONCESSIONAIRE shall operate and maintain a single food and beverage concession operation comprised of a combination of daily breakfast, lunch, dinner, and snack item offerings, hereafter referred to as the “F&amp;B Concession,” at the discretion of the COR, MWR, at Fort Belvoir, VA. The operation shall be capable of standing alone as an F&amp;B Concession. Services shall be conducted in accordance with all federal, state, county and local government requirements, standards, laws and regulations.</p> <p>b. F&amp;B Concession shall be set up as a contractor-operated for-profit operation in a Government-owned facility; there will no direct cost or liability to the NAFI. CONCESSIONAIRE shall be responsible for <b>all costs</b> incurred (labor, food costs, equipment, housekeeping, overhead, etc.). Concessionaire shall hire, supervise, direct the work of, discharge, and determine the compensation and other benefits of all personnel working at the F&amp;B concession.</p> <p>c. The CONCESSIONAIRE, in accordance with applicable laws, statues and federal mandates, is to be the sole judge of the fitness and qualification of such personnel and is vested with absolute discretion in the hiring, supervision, direction, discharging, and determination of compensation and other benefits of such personnel during the course of their employment in the operation of the F&amp;B concession.</p> <p>d. CONCESSIONAIRE tasks include, but are not limited to the following: concession facility management; food &amp; beverage requisition, receiving, and storing; serving and replenishing of food &amp; beverages; cleaning of food &amp; beverage facilities, equipment, and utensils; maintenance of food service and computer equipment; performance of cashier services; handling food, supplies, and equipment; quality control maintenance; establish menu boards with pricing, ensuring operator maintenance and minor/major repair of food service equipment.</p> <p>e. That the CONCESSIONAIRE shall clearly price all supplies and services available within the concession or in plain view for customers to review. CONCESSIONAIRE shall post all pricing of all menu items available in a conspicuous place. All pricing and information shall be written in English. The concessionaire will submit any proposed price increases to the contracting officer for review and approval.</p> <p>f. The contracting office shall approve pricing and changes to pricing and the concessionaire must adhere to the prices.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 10	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>g. The CONCESSIONAIRE shall accept, at a minimum, the following charge cards: Master Card, VISA, American Express, and Discover. The CONCESSIONAIRE shall be solely responsible for the payment of any fees, charge backs, and other costs levied by the charge card(s) issuing companies or banks. The Concessionaire shall be responsible for the collection from the authorized patrons of all monies due. The NAFI assumes no liability for returned checks issued by patrons. The CONCESSIONAIRE shall be responsible for all collection procedures resulting in write-offs or collection costs.</p> <p>h. The food concession spaces are listed below:</p> <p style="padding-left: 40px;"><b>Fort Belvoir Community Center, Bldg. 1200, 10300 Taylor Road, Fort Belvoir, VA 22060</b></p> <p>i. Minimum Operating Hours: Six (6) days a week.</p> <p style="padding-left: 40px;">CONCESSIONAIRE shall open no later than 07:00 AM (EST) and close at 7:00 PM (EST) for WEEKDAYS, Monday through Friday.</p> <p style="padding-left: 40px;">CONCESSIONAIRE shall open no later than 11:00 AM (EST) and close at 4:00 PM (EST) for WEEKENDS, Saturday only.</p> <p style="padding-left: 40px;">CONCESSIONAIRE shall open no later than 9:00 AM (EST) and close at 5:00 PM (EST) for Days Of No Scheduled Activities as designated by the Garrison.</p> <p style="padding-left: 40px;">CONCESSIONAIRE shall be closed on Sundays and Federal Holidays.</p> <p style="padding-left: 40px;">CONCESSIONAIRE shall remain open later during surge operations and for significant/scheduled events, and pre-coordinated MWR programs.</p> <p>j. CONCESSIONAIRE may provide daily breakfast, lunch, and dinner options that extend beyond minimum hourly requirements, at the discretion of the Offeror and if approved and accepted by the NAFI.</p> <p>k. CONCESSIONAIRE shall be responsible for the purchase and repair of own equipment, and shall be responsible for maintenance and replacement of own equipment as needed to successfully perform all terms of the RFP.</p> <p>l. CONCESSIONAIRE shall be required to maintain all applicable insurance certificates.</p> <p>m. CONCESSIONAIRE shall meet quarterly with the COR to discuss the CONCESSIONAIRE's operations and contract performance.</p> <p>n. CONCESSIONAIRE shall coordinate with COR on advertising material that both parties deem appropriate to promote the operation.</p> <p>o. CONCESSIONAIRE shall stock supplies in sufficient quantities to ensure uninterrupted operation of the concession. These supplies shall include raw food supplies, paper supplies,</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 11	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>sanitation supplies, and work station equipment necessary to perform the requested services.</p> <p>p. CONCESSIONAIRE must obtain all permits, give all necessary notices, pay license fees, and comply with all municipal county, state, and national laws, rules, ordinances, and regulations applicable to the business carried out under this contract at CONCESSIONAIRE's own expense. CONCESSIONAIRE must assume complete and sole liability for all applicable federal, state, county, and local taxes.</p> <p>q. CONCESSIONAIRE shall not serve alcohol and/or alcoholic beverages as part of this contract.</p> <p>r. The following items shall be prohibited: items not approved by the FDA, items labeled "Warning may be habit forming," preparations described as, "controlled substances, preparations requiring a prescription." All claims of organic and/or green products must be supported by proper documentation.</p> <p><b>C-4. FOOD PRODUCT</b></p> <p>a. All food and beverages shall be purchased from approved sources in accordance with Department of Defense regulations. Inspection of food shall be in accordance with Sections E-4 Inspection (Food Items) and E-5, Inspection (Delivery Vehicles). Title of all such food and material shall remain with the Concessionaire until sold to patrons. Title of spoiled product shall remain with the Concessionaire and shall be legitimately disposed.</p> <p>b. The Concessionaire shall comply with the nutritional information requirements of the 2015 edition and all subsequent revisions of U.S. Dietary Guidelines for Americans:</p> <p style="text-align: center;"><a href="http://www.health.gov/dietaryguidelines">http://www.health.gov/dietaryguidelines</a></p> <p>c. The Concessionaire shall serve high-quality food under clean and sanitary conditions in accordance with the most recently published U.S. Public Health Service Food Code publication. Contractor shall also comply with all State and local requirements, found at:</p> <p style="text-align: center;"><a href="http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/FoodCode/UCM2019396.htm">http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/FoodCode/UCM2019396.htm</a></p> <p>d. The following are minimum specifications required for the food items being prepared and served:</p> <p style="margin-left: 40px;">(1) <i>Dairy</i></p> <ol style="list-style-type: none"> <li>1. Eggs Fresh USDA or State Grade "A"</li> <li>2. Butter USDA Grade "A" (92) Score</li> <li>3. Cheese USDA Grade "A" for all graded cheeses</li> <li>4. Milk and milk products USDA Grade "A" Fresh</li> <li>5. Soy products FDA guidelines</li> <li>6. Produce USDA Grade "A"</li> <li>7. Dry Stores Grade "A" Fancy</li> </ol>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 12	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(2) <i>Canned Goods</i></p> <p>1. Grade "A" Fancy</p> <p><b>C-5. FACILITIES, FACILITIES UPGRADES, AND SERVICES</b></p> <p>The Concessionaire shall exercise reasonable care in the use of space and Government-owned equipment and, upon contract termination, the Concessionaire will yield such space and equipment in as good condition as when received, except for ordinary wear and tear. Concessionaire shall be responsible for all damage or destruction caused from the Concessionaire's fault or negligence, except for that which is beyond the Concessionaire's control.</p> <p>a. <u>Facility</u>. The NAFI will provide space for operation of the F&amp;B concession in the following existing facilities:</p> <p><b>Community Center, Building 1200, 10300 Taylor Road, Fort Belvoir, VA 22060</b></p> <p>(1) The NAFI shall provide water, gas, electric, sewer, and trash services in consideration for the monthly flat fee that the Concessionaire pays to the NAFI. This is subject to change at any time depending on the fiscal posture of the Government.</p> <p>(2) The Concessionaire shall provide major maintenance or all costs related to maintenance on equipment, to include repair of all NAFI -furnished equipment and replacement of component parts, hood filters, and water faucets. The Concessionaire shall be responsible for any or all maintenance and maintenance cost necessary to properly perform this service. The Concessionaire shall perform preventive and required maintenance IAW manufacturers' instructions on all equipment. The Concessionaire shall perform minor equipment maintenance and repairs on all food service equipment and furniture to include, but is not limited to, operator care and maintenance, cleaning, adjusting, oiling, and greasing equipment, and tightening nuts and bolts. The Concessionaire is responsible for any maintenance methods necessary to properly perform this service. The Concessionaire shall provide all materials and supplies necessary to perform preventive and required maintenance.</p> <p>(3) A list of Government furnished property will be provided for signature of acceptance upon award of the contract. Equipment determined to be "Real Property" by the NAFI and repairable/replaceable, or expendable items, at NAFI's expense will be excluded. The NAFI needs to be informed of any expendable items that are replaced and Contractor will need to dispose of property in accordance with AR-215-1.</p> <p>(4) The Concessionaire shall connect and disconnect all utility lines to equipment when required and provide maintenance for the utility line connections. The Concessionaire shall arrange for repair or replacement of equipment and parts covered by a warranty and not under warranty.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 13	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(5) If the Concessionaire and the NAFI determine that the NAFI furnished equipment/furniture is beyond economical repair, the Concessionaire, in coordination with the COR, shall recommend in writing that the NAFI furnished equipment be replaced. The Concessionaire shall include substantiating data to support the recommended replacement. COR shall coordinate to replace any NAFI-furnished equipment/furniture required for performance of the concession upon acceptance of the Concessionaire’s recommendation, if accepted. The Concessionaire shall make arrangements to dispose of, transport/deliver the equipment/furniture that will no longer be used, to the proper disposal agency.</p> <p>(6) The Concessionaire shall furnish all replacement parts. The Concessionaire shall own all parts purchased until they are installed on NAFI-owned equipment, after which they will become NAFI property.</p> <p>(7) Parts purchased for repairs and/or maintenance shall be of equal to or greater quality than the parts being replaced.</p> <p>b. <u>Trade Fixtures.</u> Tools and supplies: Concessionaire shall furnish, at its expense, all trade fixtures, tools of the trade, and supplies required for performance of the contract.</p> <p>c. <u>Facilities Upgrade.</u></p> <p>(1) All equipment furnished by the Concessionaire, at its expense, must be installed in such manner and décor as to create a pleasant, cohesive, food environment and atmosphere.</p> <p>(2) All equipment and material removed from the premises shall be coordinated with the COR prior to disposal. Any Government furnished equipment that is unacceptable or unserviceable shall be turned in to the NAFI Property Book Office (PBO).</p> <p>(3) Concessionaire’s equipment used in alterations and improvements of the Government building, not reclaimed by the Concessionaire within thirty (30) calendar days after this contract expires shall become NAFI property without any obligation by the NAFI. KO approved permanent fixtures such as air conditioning, insulation, permanent walls, doors, windows, raised floors, etc. shall become a permanent part of the facility and Government property without any obligation by the NAFI.</p> <p>The Concessionaire shall obtain, through the Contracting Officer, the approval of DPW prior to all maintenance, repairs and restoration for facility upgrade(s). The Concessionaire shall supply a listing with documentation showing costs for any approved permanent and removable fixtures. This listing must be submitted to the Contracting Officer as “as built-in drawings” at the completion of any facility upgrade which will then be incorporated into the resulting contract. The Concessionaire shall not perform any modification of the building space and equipment provided for its use without first seeking COR acceptance and KO approval.</p>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 14	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**C-6. PROPERTY ACCOUNTABILITY**

- a. Under the terms of this Agreement, the Concessionaire shall occupy and utilize a Government furnished facility and property. As part of the transition process, the NAFI Property Book Officer and the Concessionaire shall conduct a one hundred percent (100%) joint inventory of all property currently included or planned to be used in the facility. The NAFI will identify that equipment which is contemplated to be available for the Concessionaire’s use and the Concessionaire shall indicate acceptance or denial of each item. Upon contract award, a joint inventory shall be conducted as part of the transition and each item shall be categorized as follows:
  - (1) Fixed Assets. Those items of furniture, fixtures and equipment for which the NAFI maintains records of depreciation and desires to maintain strict accountability for loss or replacement. Such items include but are not limited to: kitchen appliances, tables and chairs, and office machines.
  - (2) Expendable Items. Those items which the NAFI desires to furnish the Concessionaire with no records of accountability being maintained. Such items may include but are not limited to silverware, plates, glasses, etc.
  
- b. All property identified as non-expendable by the NAFI and accepted by the Concessionaire shall be entered and annotated, including condition of said property, on the required property records in such a manner as to make it easily identifiable during subsequent inventories. Serial numbered items shall be identified by the serial number. Upon completion of the joint inventory, the necessary property records will be prepared for the signature of both parties, thereby transferring control of recorded property to the Concessionaire. A copy of the inventory and property listing shall be provided to the COR for inclusion in the contract file.
  
- c. Upon contract award, the below guidelines shall be adhered to:
  - (1) Property Disposal. The property, which the Concessionaire does not desire, shall be set aside by Concessionaire personnel for removal by NAFI personnel within ten (10) working days after the completion of the joint inventory. Any NAFI property utilized by the Concessionaire shall not be disposed of without approval by the COR.
  - (2) Inventories. Future property inventories and adjustments shall be conducted in accordance with appropriate property control procedures; however, a one hundred percent (100%) joint inventory shall be conducted at least one (1) time per year and the results forwarded to the COR for inclusion in the contract file. Adjustments shall be made in accordance with NAFI property control procedures.
  - (3) Terminal Audit. Upon termination or expiration of any resulting contract, the Concessionaire and the NAFI shall conduct a one hundred percent (100%) “termination/expiration inventory” to establish accountability and appropriate

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 15	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>procedures for disposition of property. In no case will either party abandon any property hereto.</p> <p>(4) Key Control. The Concessionaire shall establish a control system to ensure that no keys issued to the Concessionaire by the Government are stolen, lost, misplaced or used by unauthorized persons. The Concessionaire shall comply with AR 190-51, Security of Army Property at Unit and Installation Level, provisions applicable to key and lock control.</p> <p>(5) Key Control Replacement. The Concessionaire shall be liable for all costs (e.g. labor, material, equipment, etc.) incurred by the Government as determined by the Contracting Officer, to replace any or all locks and keys due to key being stolen, lost, issued or duplicated by unauthorized personnel.</p> <p>(6) Notification. In the event of damage to or destruction of the facilities/property by fire or any other cause, the Concessionaire shall notify the Contracting Officer in writing within 24 hours of the damage incurred. Within ten (10) days thereafter (or within a time period deemed appropriate and approved by the Contracting Officer), the Concessionaire shall notify the Contracting Officer in writing as to the cause of such damage, if known, and the Concessionaire's intention to restore or repair the facilities/property. Any such repair or restoration deemed to be the result of the Concessionaire's fault or negligence shall be the sole cost and expense of the Concessionaire. The Concessionaire agrees to report, rebuild or replace any damage to, or impairment or destruction of, the buildings from fire or other casualty, in the event the Contracting Officer has determined the cause was due to the negligence of the Concessionaire. If the Concessionaire fails to undertake such work within fifteen (15) calendar days after the fire or other casualty, the Government may complete such work and be entitled to be recovered from the Concessionaire for expenses incurred.</p> <p><b>C-7.UTILITIES</b></p> <p>a. The CONCESSIONAIRE shall receive utilities at no cost as long as the NAFI is not billed for the facility. If the NAFI incurs a cost for utilities then the CONCESSIONAIRE shall become responsible to pay such cost by meter or square footage as determined by the local Department of Public Works (DPW).</p> <p>b. The CONCESSIONAIRE shall secure any additional telephones, cable TV, credit card devices, and other services required in the operation of the facility, as well as the costs to connect and maintain the services. The CONCESSIONAIRE shall also be responsible for the repair and maintenance of any CONCESSIONAIRE installed utilities – which must be pre-approved by the COR in coordination with the DPW.</p> <p>(1) Wi-Fi is prohibited.</p> <p>c. The CONCESSIONAIRE shall meet all regulations and post policies governing utilities and utility conservation. The Concessionaire shall be required to coordinate separately with the</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 16	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>local telephone company to obtain a new telephone number for the Concessions if desired. The Concessionaire shall also be responsible for the repair and maintenance of any Concessionaire installed utilities.</p> <p>d. The Concessionaire shall be liable for the estimated costs of utilities resulting from leaving non-essential equipment and lights in operation during periods of non-active operations if it's been determined by the facility manager that such actions are in violation of post policies governing utilities conservation.</p> <p><b>C-8. SANITATION</b></p> <p>a. The Concessionaire shall comply with all Federal and local mandated sanitation requirements per the FDA Food Code 2013, all chapters:</p> <p><a href="http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/FoodCode/ucm374275.htm">http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/FoodCode/ucm374275.htm</a></p> <p>b. The Contracting Officer's Representative (COR) shall report any defects causing unacceptable performance to the Contracting Officer (KO) for appropriate action. Sanitary deficiencies requiring immediate correction may be cause for shutdown of the facility until the Concessionaire restores sanitary standards. The NAFI will not be liable for losses suffered by the Concessionaire as the result of shutdowns resulting from sanitary deficiencies. The Concessionaire shall conduct internal self-inspections of all facility locations (i.e. kitchen, serving line(s), dining area, trash, etc.) <u>daily</u>, and keep these inspection sheets on file and accessible to the COR upon request.</p> <p>c. The Concessionaire shall ensure all food is prepared on surfaces that have been cleaned, rinsed, made odor free, and sanitized to prevent cross contamination. Sponges shall not be used in the facility. If reusable wiping cloths are used, the Concessionaire shall rinse them frequently in an approved sanitizing solution and use for no other purpose.</p> <p>d. The Concessionaire shall clean and sanitize dishes, pots, pans, preparation areas, and food preparation equipment in accordance with IAW the U.S. Department of Health and Human Services FDA Food Code 2013. Manual cleaning and sanitizing of equipment or utensils will be done. The Concessionaire shall ensure all equipment is completely immersed in sinks IAW the FDA Food Code 2013. The Concessionaire shall ensure utensils are pre-soaked to remove food particles; washed in the first sink compartment with a hot and clean detergent solution; and then rinsed in the second sink compartment. Additionally, the Concessionaire shall ensure to sanitize the utensils in the third sink compartment by immersing them in clean water maintained at a temperature of at least 171 degrees Fahrenheit for not less than 30 seconds, or in an approved chemical sanitizing solution.</p> <p>e. The Concessionaire shall clean up those areas that immediately affect customer service, to include appearance of the concession area.</p> <p>f. The Concessionaire shall clean floors, floor mats, and runners so that no visible dirt or dust remains. The Concessionaire shall also ensure there is no visible dirt behind doors, under</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 17	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>furniture and equipment, or on table legs/booths. Chairs shall not be placed on tables at any time. When vacuuming, the Concessionaire shall ensure all visible litter and soil, as well as gum and spots, are removed from floors. When damp mopping, the Concessionaire shall ensure all dirt, food residue, marks, film, streaks, debris, and standing water are removed from floors. The Concessionaire shall clean carpets so that no visible dirt, soil, and/or stains remain. When cleaning concrete floors (usually on rear platforms, outside storage areas, and around entrances and exits), the Concessionaire shall remove all dirt, dust, food residue, debris, and stains (to include petroleum stains) from concrete surfaces.</p> <p>g. The Concessionaire shall spot clean floors to ensure food spills and debris are removed immediately and to promote a clean and safe working environment. Caution signs shall be posted on wet floors. (Spot cleaning achieves the same standards of cleanliness as required during scheduled service.)</p> <p>h. The Concessionaire shall handle cleaned and sanitized equipment and utensils in such a manner as to protect them from contamination. The Concessionaire shall touch spoons, knives, and forks only by their handles, without contacting the inside surfaces or surfaces that contact the user's mouth. For the storage of knives, forks, and/or spoons, the Concessionaire shall use utensil holders that present only the handles of the utensils to customers. Utensils shall be air-dried before storage or stored in a self-draining position. All glasses and cups shall be inverted for storage.</p> <p>i. The Concessionaire shall ensure the storage of cleaned/sanitized utensils and equipment in accordance with the FDA Food Code 2013 that protects them from contamination by splash, dust, and/or other means.</p> <p>j. <u>Cleaning and Janitorial Services</u></p> <p>(1) The Concessionaire agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the serving and preparation areas in a clean, orderly, and sanitary condition at all times. Before beginning work, the Concessionaire shall submit to the COR a list stating the name of the manufacturer and the brand name of the materials that it proposes to use in the performance of its work. Concessionaire shall not use in connection with the work of this contract any material which the installation Hazardous Material Management Program (HMMP) manager determines would be unsuitable for the purpose, or harmful to the surfaces to which it is applied.</p> <p>(2) Equipment and Supplies used in the performance of the cleaning and janitorial services shall be of sufficient type and capacity to assure high quality work and shall meet with OSHA Regulations (<a href="http://www.osha.gov">www.osha.gov</a>) and the approval of the COR.</p> <p>(3) Cleaning and janitorial services shall be performed at such levels of quality and quantity as to assure that the standards of cleanliness and sanitation specified in this document shall be met at all times. In every case, COR shall make the final determination of compliance with this requirement.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 18	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(4) Cleaning and janitorial services shall meet the highest standards of sanitation as previously established by Federal, State, and Local Governmental authority, and as prescribed by the COR.</p> <p>(5) Employees of the Concessionaire shall use the locker room(s) and no other part of the facility for the purpose of changing clothing. These designated areas (locker rooms) shall not be used for food preparation, storage or service, or for utensil washing or storage.</p> <p>(6) Exterior surfaces of all furniture shall be kept free of dust, dirt, debris, spillage, stains, foreign substances, posted printed matter and anything that might contribute either to potential food contamination or degeneration in the appearance of the furniture. All spaces occupied or used by the Concessionaire will be kept free of rust, mold and mildew.</p> <p>(7) In the food surface preparation area, hand sinks (single compartment) shall be kept free of chipping, dust, dirt, debris and soap buildup at all times. They shall have a soap dispenser and hand towel dispenser immediately adjacent that shall be kept fully serviced at all times. There shall be a trash can located immediately adjacent to the sink that shall be equipped with plastic liner and shall be kept free of all other materials except discarded hand towels at all times.</p> <p>(8) Floors shall be kept completely mopped, free of all dust, dirt, debris, foreign substances and grease buildup.</p> <p>(9) Stainless steel food preparation and serving tables, counters, and other external surfaces shall be kept free of dirt, dust, debris, grease buildup, algae and encrustation at all times.</p> <p>(10) Dry storage areas shall be kept clean. Floors shall be kept clean of dust, dirt, debris, grease and rust stains at all times.</p> <p>(11) Cleaning and janitorial services shall be performed on a regular schedule. The following cleaning schedule shall be followed and can be increased at the request of the Contracting Officer.</p> <ol style="list-style-type: none"> <li>1. <i>Daily</i> <ol style="list-style-type: none"> <li>i. Sweep and damp mop area.</li> <li>ii. Sweep, damp-mop and spray-buff as required resilient tile in preparation areas.</li> <li>iii. As required, empty trash and rubbish cans at a location designated by the Buildings Manager for removal from the premises by the Concessionaire.</li> <li>iv. Clean trash cans and dish trucks or dump containers.</li> <li>v. Damp-wipe all doors.</li> <li>vi. Spot-clean any soiled areas.</li> <li>vii. Clean mobile equipment.</li> <li>viii. Ensure new trash bags are placed in the concession and bathrooms each day.</li> <li>ix. Wipe down sinks at the start and end of each day.</li> </ol> </li> </ol>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 19	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p style="margin-left: 40px;">2. <i>Weekly</i></p> <p style="margin-left: 80px;">i. Thoroughly clean inside of refrigerators.</p> <p><b>C-9. FACILITY MAINTENANCE</b></p> <p>a. The premises, concession area, furniture, equipment, and machinery furnished by the NAFI shall be used by the concessionaire in performance of this contract and only for the purpose of furnishing food concession services as approved by Fort Belvoir.</p> <p>b. The Fort Belvoir Facilities Department shall maintain and repair the building structure in areas assigned for the Concessionaire’s use; ensure any maintenance of gas, water, steam, sewer, ventilation and electrical lines (all to the point of connection with food service equipment); and ensure maintenance of existing air conditioning lines, electrical lighting fixtures, including re-lamping; space heating systems; floors and floor coverings, walls and ceilings, and sprinkler systems.</p> <p>c. The Concessionaire shall be responsible for all damage, regardless if caused by “negligence” or any other cause. Fort Belvoir will provide entomology services. Fort Belvoir is responsible for replacement of fixtures such as overhead fluorescent tubes, and light bulbs in the areas assigned to the Concessionaire.</p> <p><b>C-10. RECYCLING</b></p> <p>a. The Concessionaire shall recycle cardboard, aluminum, metal cans, plastic, glass, etc. generated by its on campus operations.</p> <p>b. All recycling shall be taken to the Fort Belvoir Recycling Center.</p> <p><b>C-11. HAZARDOUS CONDITIONS/OSHA</b></p> <p>a. The Concessionaire is responsible for identifying any hazardous conditions, conditions that could be detrimental to health and safety, that may develop in the space assigned to him, and shall immediately notify the COR of the condition.</p> <p>b. Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of Concessionaire employees and subcontractor employees performing the requirements defined in this specification is exclusively the obligation of the Concessionaire.</p> <p><b>C-12. FINANCIAL</b></p> <p>a. <u>Concession Fee.</u></p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 20	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(1) In return for the opportunity to operate a single F&amp;B concessions, the Concessionaire shall pay a concession fee to the NAFI for the term of the contract in accordance with Section B of this contract.</p> <p>(2) The minimum requirement for the concession fee in accordance with Section B.</p> <p>(3) Payment to the NAFI for the preceding month shall be made by the 5<sup>th</sup> day of each month in the form of a credit card or certified check. It is to be reflected in the monthly profit and loss statement furnished by the Concessionaire. A late penalty of five (5) percent (%) will be assessed if total payment to the NAFI is not received by the 15<sup>th</sup> day of each month.</p> <p>b. <u>Accounting System</u>. The Concessionaire shall keep a book of accounts and records of all operations.</p> <p>(1) The Concessionaire shall collect and account for <b>ALL</b> monies charged/earned and collected for services provided under this contract. All sales made by the Concessionaire shall be recorded on a cash register or Point of Sale (POS) that is approved by the COR. The accounting period will begin on the first day for each month and end on the last day of each month. The Cash register or POS must be located so that the customer can see the amount of sales being rung on the register. Each customer must be provided a cash register sales receipt listing the items sold and the applicable sales tax charged. Each cash register or POS shall also be capable of furnishing an audit journal tape, which shall subsequently number each sale.</p> <p>(2) The Concessionaire shall maintain a complete and accurate account of all transactions. The COR shall retain the clearing key to the registers or POS. The Concessionaire is responsible to certify the integrity of its financial reports and records provided to the NAFI. The NAFI may take a daily cash register reading, if necessary, but the Concessionaire will maintain a record of all readings and will provide daily register reading tapes to the COR.</p> <p>(3) The NAFI shall have the right to inspect or audit the accounts and methods of internal controls established by the Concessionaire, and to make other inspections as may deem necessary to ensure compliance by the Concessionaire with all terms and conditions of this contract.</p> <p><b>C-13. PERSONNEL</b></p> <p>a. The Concessionaire shall furnish trained and qualified personnel to provide adequate and uninterrupted services to accomplish the functions set forth in this contract.</p> <p>b. The Concessionaire shall provide an overall Operations manager with a minimum of three (3) years' experience with management capacity, knowledge, skills, and experience to oversee the implementation of a similar concession operation;</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 21	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>c. The Concessionaire shall provide a manager with a minimum of three (3) years' experience with food concession implementation.</p> <p>d. The Concessionaire shall provide Concessionaire personnel with uniforms, nametags, and any other specialty clothing (gloves, rubber gloves, aprons, etc.). Concessionaire personnel shall wear clean, neat, pressed, and well-fitting uniforms at all times while on-duty. Torn and dirty uniforms, in addition to those with rips, missing buttons, etc., are not to be worn. Open-toe shoes, sandals, or heels higher than 1-1/2 inches shall not be worn. Concessionaire personnel shall not be adorned with facial piercing (i.e., tongue, eyebrows, lips, nose, etc.). All uniforms must be consistent in pattern and material.</p> <p>e. The Concessionaire shall enforce a dress code that is appropriate for the conduct of the concession operations in accordance with this contract, during all hours of operation. Concession management personnel are required to have a 40-hour "Servsafe Course" annually or equivalent approved by Preventive Medicine. Proof of completion shall be kept on file for the COR to review upon request.</p> <p>f. All employees must wear name tags/badges while on duty. Personnel shall conduct themselves in a manner that shall not reflect unfavorable upon the Installation or the Department of the Army. The government reserves the right to require removal of a concessionaire employee from the job site who endangers persons or property or whose continued employment is inconsistent with military security or mission accomplishment.</p> <p>g. Identification of Concessionaire Personnel. The Concessionaire shall furnish to the Contracting Officer and COR, prior to commencement of work under this resulting contract, a list of all employees who will perform under the contract. The list shall include name and address, social security number, date of birth, and identification number. The Concessionaire shall furnish the same for any new employees within 10-days of selection for hire.</p> <p>h. Entry Passes and Identification of Concessionaire Vehicles. Where employment/entry passes may be required, the Concessionaire shall obtain such passes from the COR. Upon completion of the contract work and acceptance by the NAFI the Concessionaire shall return all passes to the COR. Concessionaire shall furnish to the Contracting Officer and COR a list of private and commercial vehicles used in conjunction with the list of personnel and shall include vehicle make/model/ year/color and license plate number. It is the responsibility of the Concessionaire that all employees are in compliance of all Installation rules and regulations and issuance of Installation passes with coordination of COR and to inform all personnel that they may be subject to search when entering or leaving the Installation.</p> <p>i. Employment/Personnel Requirements. The Concessionaire shall hire, supervise, direct the work of, discharge and determine the compensation and other benefits of all personnel working at the facility and in the employ of the Concessionaire in accordance with the Service Contract Act of 1965 (reference Clause I-15, entitled "Service Contract Act of 1965"). A wage determination is included in this RFP as <b>Attachment J-8</b>.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 22	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>j. Equal Employment Opportunities. Federal and State laws governing workers' compensation equal employment opportunity and discrimination are applicable in full force and the NAFI incurs no obligations or liability for labor disputes, workers' compensation or resultant litigation.</p> <p>k. <b><u>Food Handlers</u></b></p> <p>(1) The Concessionaire shall provide necessary training to employees to ensure competent performance and maintain records of all training on-site and have them available for Government review.</p> <p>(2) The Concessionaire shall ensure that in addition to Servsafe requirements, the manager receives food handlers training, and the manager shall successfully complete and receive certification training by the American National Standards Institute (ANSI) or the Conference for Food Production, if not previously certified and/or such certification is no longer valid.</p> <p>(3) All other employees shall be trained in food handling techniques by the manager that has attended the food handlers training course(s) or other ANSI certified individual. Refresher training is repeated annually or as often as necessary for personnel to be aware of their responsibilities in safe food handling. Concessionaire is to comply with all other Federal, State, Local food handlers requirements.</p> <p>(4) Concessionaire personnel must be trained and hold required certifications (including requisite of 4-hour annual food service training) in accordance with all laws, statutes and regulations pertaining to concession operation and/or management.</p> <p>(5) Alcohol Consumption/ Controlled Substance use. The Concessionaire shall not allow any employee who is under the influence of alcohol, illegal drugs or any other incapacitating agent, to include controlled substance as set forth in the Attorney General's Schedule of Controlled Substance (21 Code of Federal Regulations Part 1308), to perform work under this contract.</p> <p>(6) Concessionaire shall comply with Technical Bulletin Medical (TB Med 530), Occupational and Environmental Health Food Service Sanitation, and AR 40-5, Health and Environment: <a href="http://www.apd.army.mil">http://www.apd.army.mil</a>.</p> <p><b>C-14. PREVENTIVE MEDICINE/ENVIRONMENTAL</b></p> <p>a. The Concessionaire shall meet all Preventive Medicine, Safety and Environmental, State, Federal, and Installation Codes, guidelines, regulations and post policies. The Business Operations Division Chief, Installation Safety (OSHA), PM, Installation Environmental and Fire Marshal Offices as well as State Inspectors may inspect the Concessionaire periodically. If the Concessionaire fails one PM inspection and inspecting official determines that performance may continue with immediate correction, a letter of violation will be issued and Concessionaire shall be required to conduct an immediate</p>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 23	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>remedy to all violations identified in order to protect the NAFI and its customers. If two consecutive inspections are failed the operation will be given three days to fix deficiencies before a shutdown occurs, and if three consecutive PM inspections are failed, operation will be immediately shut down until inspection is passed. Failure to pass PM inspection within 30 days of shut down date may result in Termination for Default. If the Concessionaire incurs in a fine due to non-compliance, it will be paid at the Concessionaires expense. The NAFI will not pay for such fines. Inspecting officials hold discretion and may at any time determine during an initial inspection if any failures or deficiencies, even if immediately remedied, would not sufficiently render the concession with safe and successful limits, and may shut down the concession on a first failure.</p> <p><b>C-15. CUSTOMER SATISFACTION</b></p> <p>a. The Concessionaire shall establish a customer complaint system capable of resolving customer complaints and refunds. The customer complaint system programs shall be furnished to the COR for approval. The Concessionaire shall settle any claims by patrons with the customer. Claims that cannot be amicably settled between the customer and Concessionaire will first be referred to the COR and if unable to come to an amicable decision then it will be referred to the Contracting Officer for investigation and settlement in accordance with approved programs for satisfaction. Results of the investigation and any required settlement shall be binding.</p> <p><b>C-16. PHYSICAL SECURITY</b></p> <p>a. The Concessionaire shall be responsible for the security of all areas under the jurisdiction of the Concessionaire. Designated Concessionaire employees shall have the responsibility for determining that all equipment has been turned off, that windows are closed, lights and fans turned off, and doors locked when the food concession is closed on a daily basis.</p> <p>b. The Concessionaire shall be responsible for the physical security of the food concession facility. The Concessionaire shall secure the food concession facility:</p> <ol style="list-style-type: none"> <li>(1) Property/Equipment. The Concessionaire shall secure and account for all Government and NAFI property issued. The Concessionaire shall be held pecuniary liable for NAFI, Government and/or rental property or equipment destroyed or damaged through the negligence of the Concessionaire or one of the Concessionaire's employees.</li> <li>(2) Fire Prevention. The Concessionaire shall adhere to fire prevention policies established by Federal, State, county, local government. The Concessionaire shall ensure the facilities under this control comply with fire prevention standards and requirements. Fire prevention will be provided by the Installation.</li> </ol>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 24	of 113				
Name of CONTRACTOR	Project Title Long-Term Concessionaire						
<p><b>C-17. ADVERTISING/MARKETING PLAN</b></p> <p>a. The Concessionaire shall have access to a space mutually determined by FMWR and the DPW for exterior signage display. Advertising/Marketing will be at the expense of the Concessionaire, but FMWR may make available certain resources for mutually beneficial programming (i.e. MWR marquees, MWR Website, and periodical MWR magazine). Any advertisement, including cents-off coupons, which refers to the NAFI, will contain a statement that the concession is Concessionaire operated. Fort Belvoir Marketing &amp; Advertising must review and approve any advertisements, promotions and/or coupons 30-days in advance.</p> <p><b>C-18. MANAGEMENT REVIEWS</b></p> <p>a. Management reviews, to validate the performance in accordance with the SOW, will be utilized as a method to review the Concessionaire’s operations and its interface with the Installation and community. During the first year of operations under the resulting contract, the review will be conducted no less than quarterly; succeeding year reviews will be conducted not less than annually. Such review shall be scheduled through the COR in sufficient time (minimum of 72 hours notification) to allow all parties to plan participation, prepare issues and schedule attendance. Onsite reviews will be conducted of all concessionaire operated equipment and areas of operation.</p> <p><b>C-19. PATRONAGE</b></p> <p>a. The Concession shall be open to authorized patrons in accordance with AR 215-1.</p> <p><b>C-20. TAXES</b></p> <p>a. The Concessionaire shall assume complete liability for all taxes applicable to this food service operation. The Concessionaire will not be reimbursed by the NAFI for any direct or indirect tax imposed on it by reason of this contract or otherwise. When State Law imposes a sales tax on the item and/or service by the Concessionaire to the customer, the sales tax shall not be included in the posted sale price. However, it will be collected from the customer as required and reported to the appropriate state agency. The Concessionaire shall provide to the NAFI upon submission of proposal the Concessionaire’s applicable Taxpayer Identification Number, Employer Identification Number, or social security number.</p> <p><b>C-21. APPLICABLE DOCUMENTS</b></p> <p>a. Documents applicable to this contract (current publications), which are offered as guidance to the Concessionaire, are listed as follows and are available upon request from the COR:</p> <table data-bbox="284 1759 1412 1900"> <tr> <td data-bbox="284 1759 560 1822">AR 40-5</td> <td data-bbox="560 1759 1412 1822">Health and Environmental (Occupational and Environmental Health, Food Service Regulation - TB MED 530)</td> </tr> <tr> <td data-bbox="284 1864 560 1900">AR 215-1</td> <td data-bbox="560 1864 1412 1900">Morale, Welfare, and Recreation Programs and Nonappropriated Fund</td> </tr> </table>				AR 40-5	Health and Environmental (Occupational and Environmental Health, Food Service Regulation - TB MED 530)	AR 215-1	Morale, Welfare, and Recreation Programs and Nonappropriated Fund
AR 40-5	Health and Environmental (Occupational and Environmental Health, Food Service Regulation - TB MED 530)						
AR 215-1	Morale, Welfare, and Recreation Programs and Nonappropriated Fund						
IMCOM - NAF Contracting							



<b>CONTINUATION SHEET</b>		Reference document being continued NAFIB4-22-R-0007	Page 25	of 113
Name of CONTRACTOR		Project Title Long-Term Concessionaire		
	Instrumentalities			
AR 215-4	Morale, Welfare and Recreation Nonappropriated Fund Contracting			
AR 420-90	Fire Prevention and Protection			
CAM REG 40-6	Food Service Personnel Employment and Training			
DOD 1010.15	Smoking Policy Instruction			
DOD 5500.7R	Joint Ethics Regulation			
DOD 7000.14-R	Financial Management Regulation			
AR 190-5	Motor Vehicle Traffic Regulations			
AR 385-3	Post Fire and Safety			
IMCOM - NAF Contracting				

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 26	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**SECTION D  
PACKAGING AND MARKING**

**D.1 PRESERVATION, PACKAGING, PACKING AND SHIPPING**

All beef, veal, lamb, and pork items shall be packaged in a vacuum process or shall be individually wrapped in a polyurethane wrapping. Commercial cartons shall be used for all boxed items.

**D.2 PACKAGING (FOOD PRODUCTS)**

Food products ordered shall originate either in an establishment (1) listed in the Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement; or (2) which has been inspected under the guidance of the United States Department of Commerce or the United States Department of Agriculture. Products shipped shall show the date of packing. All food and beverage products shall be identified with readable dates, such as a "use by" date, date of production, date of processing/pasteurizing, sell by date, or pickup date. For shelf-stable items, open dating is preferred but coding is acceptable. Concessionaires not using open dating shall give the Contracting Officer and Post Veterinarian at the Installation, a code key explaining actual date of production or processing and original manufacturer. (Reference Section E-6)

**D.3 PACKAGING (REFRIGERATED, FROZEN AND DRIED PRODUCTS)**

- A. Items requiring "Protection from Heat" shall be shipped and stored at a temperature between 50 – 70 degrees Fahrenheit (Dry Storage).
- B. Items requiring "Chilled" conditions shall be shipped and stored under refrigeration of 38 to 41 degrees Fahrenheit.
- C. Items requiring "Frozen" conditions shall be shipped and stored under refrigeration at 0 degree Fahrenheit.
- D. All fresh poultry items shall be in ice packed cartons or gas flash cartons.
- E. All fresh seafood items shall be in ice packed cartons.
- F. Frozen products shall be wrapped in polyurethane wrapping.

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 27	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E-1. ACCEPTANCE OF SERVICES**

a. Acceptance of services and deliverables will be made monthly, in writing, by the COR in a composite letter. The following areas will be considered by the NAFI in determining the acceptability of services and deliverables.

- (1) Timely payment of concession fee to the NAFI.
- (2) Compliance with requirements in Section C of this agreement.
- (3) Prompt response by Concessionaire to correct problem areas.
- (4) Completeness and accuracy of reports as identified in Section F-3.
- (5) Inspection of the concession facility by the COR for compliance with terms and conditions of the contract.
- (6) Inspection by the Veterinary Services PM for compliance with Sanitation Standards.

**E-2. COR INSPECTION AND ACCEPTANCE**

a. The COR is responsible to and acts as the agent for the Contracting Officer for technical inspection of the supplies or services to insure compliance with the terms of the contract; however, the COR does not have the authority to make any binding decision on behalf of the NAFI in regards to acceptance of services, materials and/or supplies, said authority being vested solely in the Contracting Officer.

**E-3. INSPECTION OF SERVICES**

- a. Definition, "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of service.
- b. Concessionaire provided services shall be monitored through the use of a customer complaint program. Each user of the Concessionaire's services will receive instruction on how to report a complaint. The customer complaint program will require the customer to state the nature of the complaint on a Concessionaire provided form. All customer complaints shall be forwarded to the Contracting Officer's Representative who in turn will send the complaint to the Contracting Officer with a recommendation for corrective action. When, in the opinion of the Contracting Officer, a complaint is validated, the Concessionaire will be required to provide a written course of action to correct the deficiencies.
- c. Concessionaire provided services will be continuously monitored through unannounced Preventive Medicine (PM) sanitation inspections.

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 28	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>d. Preventive Medicine may order Concessionaire personnel to change unsanitary practices or equipment. PM personnel will be required to contact the Concessionaire directly without consent or permission of the Contracting Officer. Inspection reports will be provided by Preventive Medicine, in writing, to the Concessionaire, and a copy will be provided to the Contracting Officer and Director of Morale, Welfare, Recreation and Family Services. Concessionaire shall notify Contracting Officer or COR before implementing any changes.</p> <p>e. The Concessionaire shall notify the Preventive Medicine Office (30) days prior to opening for inspection of the operation. Concessionaire shall supply the preventive medicine office with the operational set up of equipment for approval prior to installation.</p> <p>f. If any of the services do not conform to contract requirements, the NAFI may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the NAFI may-</p> <p>(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and</p> <p>(2) Increase the contract payment to reflect the reduced value of the services performed.</p> <p>g. 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, the NAFI may-</p> <p>(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the NAFI that is directly related to the performance of such service in which case the concessionaire shall make full payment WITHIN 30 days of presentation of the finding; or</p> <p>(2) Terminate the contract for default.</p> <p><b>E-4. INSPECTION (FOOD ITEMS FROM SOURCES OTHER THAN THE NAFI WAREHOUSE).</b></p> <p>a. All food items are subject to inspection by Preventive Medicine prior to usage.</p> <p>b. Food Products shall be packaged and packed in containers which offer reasonable Protection from contamination and shall originate from a sanitarily approved source. Products (other than those declared of little health hazard) bearing labels reading "Distributed By" are not acceptable unless the source of manufacture is indicated on the label or an accompanying certificate.</p> <p><b>E-5. INSPECTION (DELIVERY VEHICLES).</b></p> <p>The delivery vehicles used to deliver items under this contract shall be subject to inspection at all reasonable times and at all places by the COR at the installation receiving the delivery. Supplies</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 29	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.</p>			
<p><b>E-6. CODED DATA</b></p>			
<p>a. All manufacturer product code(s) shall be made available upon request and as deemed necessary by the NAFI for any/all products delivered under this contract. Data codes shall be stamped or embossed on all individual packages of meat, poultry, fish, dairy and prepared items at the point of processing. Coding shall represent the date of pasteurization, production, manufacture or processing or a system may be used representing pickup date. If the latter system is used, the coding key shall clearly explain the actual date of pasteurization, production, manufacture or processing. Failure to supply appropriate coding information may cause the rejection of subsistence to be delivered under this contract.</p>			
<p><b>E-7. RIGHT OF INSPECTION / QUALITY ASSURANCE REVIEWS</b></p>			
<p>a. The NAFI, through the Contracting Officer or her designee, shall have the right to inspect the facility or conduct quality assurance reviews of the Concessionaire's operations to assure the Concessionaire's compliance with the terms and conditions of this Contract, state and federal laws, statutes, and regulations for site as well as the Concessionaire's approved Management Plan. The NAFI shall have the right to conduct said inspections/quality assurance reviews at all times throughout the term of the contract.</p> <p>b. Inspection/reviews will normally occur sometime during normal working hours, Monday through Friday, excluding Federal holidays; however, the NAFI reserves the right to inspect at any time, if deemed necessary by the Contracting Officer. Inspections will not unnecessarily upset the operation of the facility or interrupt employees in the course of normal job functions, except in an emergency declared by the NAFI.</p> <p>c. Required safety, health and fire inspections shall be conducted by appropriated fire, safety and health activities, pursuant to U.S. Army / Federal guidelines, regulations and policies. Inspections may be conducted on an announced or unannounced basis.</p> <p>d. The Concessionaire shall be responsible for correction of any faults or deficiencies resulting from these inspections.</p>			
<p>IMCOM - NAF Contracting</p>			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 30	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>SECTION F</b></p> <p><b>DELIVERY AND PERFORMANCE</b></p> <p><b>F-1. PLACE OF PERFORMANCE</b></p> <p>Services shall be performed at the Fort Belvoir Community Center, Bldg. 1200, 10300 Taylor Road, Fort Belvoir, VA 22060.</p> <p><b>F-2. PERIOD OF PERFORMANCE</b></p> <p>The one-year base period resulting from this Request for Proposal (RFP) and subsequent contract shall begin on 1 September 2022.</p> <p><b>F-3. DELIVERABLES AND ONGOING MANAGEMENT REPORTS</b></p> <p>a. The Concessionaire shall provide the following reports to the COR:</p> <ul style="list-style-type: none"> <li>(1) Loss or damage to Government/NAFI furnished property report (within 24-hours of occurrence of loss).</li> <li>(2) Incident report of disturbances, e.g. vandalism, robbery, etc. (within 24-hours of incident).</li> <li>(3) Financial statements shall be prepared in accordance with GAAP at the close of each accounting period. The statement shall be submitted no later than the 5<sup>th</sup> of the month following the end of the previous months-accounting period.</li> </ul> <p><b>F-4. ORAL REPRESENTATION</b></p> <p>This written contract includes the entire agreement between the parties. The NAFI will not be bound by any oral or written representation not included in the written contract or a change or modification thereto. The NAFI will not be bound by any terms written onto the Concessionaires forms or letters unless such terms are specifically agreed to and incorporated into the contract and signed by the Contracting Officer.</p> <p><b>F-5. DAYS AND HOURS OF OPERATION</b></p> <ul style="list-style-type: none"> <li>a. This facility shall be open, at a minimum, six (6) days a week (Monday through Sunday) for breakfast, lunch, and dinner services. After contract award, the Concessionaire may operate additional hours and days based on business conditions upon coordination with the COR and bilateral modification between the Contracting Officer and the Concessionaire.</li> <li>b. The operating hours are subject to change by the Contracting Officer, upon her/his determination that there is a need for such a change. The Concessionaire's proposed changes are subject to approval by the Contracting Officer. Such changes must be effected in a written modification to the contract, issued by the Contracting Officer.</li> </ul>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 31	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**F-6. STOP-WORK ORDER (NOV 2004) (BF-006)**

- a. The Contracting Officer may, at any time, by written order to the Concessionaire, require the Concessionaire to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Concessionaire, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Concessionaire shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Concessionaire, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Concessionaire shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if –
- (1) The stop-work order results in an increase in the time required for, or in the Concessionaire's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Concessionaire asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
  - (3) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the NAFI, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
  - (4) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F-7. NAFI DELAY OF WORK (DEC 2005) (BF-012)**

- a. If the performance of all or any part of the work of this contract is delayed or interrupted-

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 32	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or</p> <p>(2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.</p> <p>b. A claim under this clause shall not be allowed-</p> <p>(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and</p> <p>(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.</p>			
<p><b>F-8. COORDINATION OF DELIVERY AND REMOVAL</b></p>			
<p>The Concessionaire shall coordinate delivery of his/her equipment with the COR. At the completion of the contract period, the Concessionaire shall coordinate the removal of his/her equipment with the COR.</p>			
<p><b>F-9. TERMINATION</b></p>			
<p>a. At the termination of the contract, the Concessionaire shall yield-up the premises furnished by the NAFI in as good order and condition as when the Concessionaire commenced operation therein, with the exception of normal wear and tear from everyday use.</p> <p>b. If the contracting NAFI entity is facing dissolution, a successor-in-interest NAFI will be notified of the assuming the responsibility of the contract ownership and services continue herein uninterrupted. In the event no successor-in-interest NAFI is named, the contract will be automatically terminated.</p> <p>c. After the termination of this contract, Concessionaire shall promptly remove from the premises, all Concessionaire-owned property. If the Concessionaire fails to remove such property within fifteen (15) days after receipt of written notice to do so from the Contracting Officer, or designated representative, the Concessionaire may be liable for damages and storage fees.</p>			
<p>IMCOM - NAF Contracting</p>			



<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 33	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>d. NAFI shall not reimburse the Concessionaire for any costs associated with start-up and/or any alterations and construction costs the Concessionaire may have incurred in order to establish this concession operation.</p>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 34	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 RESPONSIBILITY FOR ADMINISTRATION OF THE CONTRACT**

- a. Contract and Solicitation administration will be performed by:

Department of the Army, Installation Management Command  
Acquisition Directorate  
NAF Contracting, ID-SUSTAINMENT  
Attn: Tom Johnson  
101 Bloxon Street, Bldg. 205, Rm 213, Fort Myer, VA 22211  
[thomas.s.johnson106.naf@army.mil](mailto:thomas.s.johnson106.naf@army.mil)  
(703) 696-7049

- b. Contractual problems, of any nature, that arise during the term of this contract must be processed in accordance with very specific public laws and regulations. Requests for information related to this contract, including explanation of terms and interpretation of provisions, clauses or statements of work, shall be directed to the Contracting Officer.
- c. Only the Contracting Officer responsible for this contract is authorized to modify, or otherwise take any action on behalf of the NAFI which results in changes to the terms, conditions, or specifications of contractual terms and obligations.
- d. Unless otherwise specifically authorized and included in this contract, the Concessionaire shall not comply with any order, direction, or request of any NAFI or Government personnel unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of NAFI or Government personnel who visit the Concessionaire's facilities, or in any other manner communicate with the Concessionaire's personnel during the performance of this contract, shall constitute a change under the "Changes" Clause of the contract.
- e. In the event that the Concessionaire effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- f. The Contracting Officer responsible for this contract is:

Tom Johnson  
Department of the Army, Installation Management Command  
Acquisition Directorate  
NAF Contracting, ID-SUSTAINMENT  
Joint Base Myer Henderson-Hall, Virginia

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 35	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**G.2 APPOINTMENT OF A CONTRACTING OFFICER REPRESENTATIVE (COR)**

- a. The Contracting Officer shall appoint a COR in writing. The COR will be the liaison between the Concessionaire and the Contracting Officer. The Concessionaire may be provided a copy of the appointment letter. The COR shall not be empowered to take any actions which may result in changes in the provisions, specifications, or the pricing of this contract without written authorization of the Contracting Officer.
- b. The COR will be responsible for:
  - (1) Inspection and acceptance of services rendered or supplies delivered; Inspection and Acceptance shall be in accordance with all applicable Army Regulations, and NAF Financial Services Standard Operation Procedures.
  - (2) Notification to the Contracting Officer of any deficiencies with recommendations as to corrective action; Only the Contracting Officer has the authority to issue a change order modifying performance;

**G.3 PAYMENT**

- a. Concession Fee. This fee will be negotiated prior to contract award.
  - (1) In return for the opportunity to operate a single F&B concession, the Concessionaire shall pay a monthly concession fee to the NAFI for the term of the contract in accordance with Section B of this contract.
  - (2) The minimum requirement for the concession fee shall be in accordance with Section B.
- b. Utilities. The NAFI will provide the utilities. This is subject to change at any time depending on the fiscal posture of the Government.
  - (1) **EFFECTIVE 25 MARCH 1998**, any individual or corporation providing services to NAFIs **must provide one** of the following prior to award of any contract(s) to them:
    - (EIN) \_\_\_\_\_, an Employer ID Number
    - (TIN) \_\_\_\_\_, a Taxpayer ID Number
    - (SSN) \_\_\_\_\_, a Social Security Number
  - (2) **In accordance with Public Law 104-134** (omnibus Consolidated Rescission and Appropriations Act of 1996 and Debt Collection Improvement Act of 1996), **prior to the award of any contract/orders after 31 May 1998**, the prospective vendor must furnish this office with the following information (see Attachment):

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 36	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p style="text-align: center;">DUNS NUMBER: _____</p> <p style="text-align: center;">CAGE CODE: _____</p> <p style="text-align: center;">ACH Vendor/Miscellaneous Payment Enrollment, Form (SF 3881)</p> <p style="text-align: center;">Proof of registration with the Central Concessionaire’s Registration (CCR)</p> <p style="text-align: center;">W-9 Form</p> <p><b>G-2. MODIFICATIONS AND TERMINATIONS</b></p> <p>Any modifications by the Contracting Officer to this Contract shall be accomplished in writing. The terms of this Contract will reflect all policy changes set forth in any subsequent updates to the AR-215-4, entitled “Nonappropriated Fund Contracting” or any successor regulation.</p>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 37	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H-1. GOVERNING REGULATIONS**

Reference(s) to any regulations contained in this Contract shall be deemed to include any/all updates, revisions, and/or amendments, thereto.

**H-2. FEDERAL AND STATE TAXES**

The Concessionaire is **not** an agent for the NAFI, the U.S. Army, or the United States and does not in any way enjoy any of their sovereign immunity. The Concessionaire must determine what federal, state, and local taxes apply to its operation of the food concession. The Concessionaire is liable for and must collect and pay to the appropriate federal, state, and local authorities any and all applicable taxes, fees and assessments.

**H-3. LICENSES AND PERMITS**

At the Concessionaire's expense, the Concessionaire shall obtain and maintain all permits and licenses, and comply with all federal, municipal and state laws, rules and ordinances for Fort Belvoir, VA.

**H-4. INSURANCE SCHEDULE**

a. The Concessionaire shall maintain the types of insurance and coverage listed below:

TYPE OF INSURANCE	MINIMUM AMOUNT
<b>Workman's Compensation and Employer's Liability (including all occupational diseases)</b>	As required by state and local laws with minimum employer liability limit of \$100,000 for accidental bodily injury, or death, or for occupational disease.
<b>Public Liability:</b>	\$500,000.00
Comprehensive General Liability per Occurrence for Bodily Injury.	\$500,000.00
<b>Comprehensive Automobile Insurance:</b>	
Minimum per Person	\$25,000.00
Minimum per Accident or Occurrence for Bodily Injury	\$50,000.00
Minimum per Occurrence for Property Damage	\$10,000.00

b. In accordance with insurance set forth above, the COR will provide the value of all facilities as recorded by the Risk Insurance Management Program (RIMP) upon contract award.

c. The Concessionaire shall maintain the coverage listed above and before commencing work under this contract shall certify, by furnishing copies of policies to the Contracting Officer that the required insurance has been obtained. The policies evidencing required insurance

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 38	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the NAFI's/Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed or prescribed, or (2) until 30 days after the insurer or the Concessionaire gives written notice to the Contracting Officer, whichever period is longer. This policy, with "F&amp;MWR Single Enterprise Fund" listed as additional insured and the "Garrison Morale Welfare and Recreation Operating Entity (GMWROE) at Fort Belvoir" listed as certificate holder, shall be submitted prior to performance to:</p> <p style="text-align: center;">           Department of the Army            IMCOM AD, NAF Contracting            Attn: Tom Johnson            101 Bloxon Street, Bldg. 205, Rm. 213            JBMHH Ft. Myer, VA 22211            Tel: (703) 696-7049            E-mail: <a href="mailto:thomas.s.johnson106.naf@army.mil">thomas.s.johnson106.naf@army.mil</a> </p> <p><b>H-5. U.S. DEPARTMENT OF LABOR WAGE DETERMINATION</b></p> <p>a. The applicable U.S. Department of Labor Wage Determinations applying to the food service outlet management/operation (Service Contract Act) is attached. (See Section J).</p> <p>b. Award of a contract as a result of this solicitation, as well as any resulting contract, will be subject to the Service Contract Act of 1965. The Concessionaire shall comply with all requirements of the Act and shall pay wages and fringe benefits not less than those specified in the wage determination issued by the Department of Labor for the areas in which the Food concession is located. The Concessionaire shall maintain his/her compliance with all updates to the Service Contract Act Wage determination. Updates are issued on an annual basis and will be furnished to the Concessionaire by the Contracting Officer via issuance of a Contract Modification.</p> <p>c. The Concessionaire shall be responsible for paying all applicable federal, state and local taxes, fees and assessments throughout performance of the Contract.</p> <p><b>H-6. HOLD HARMLESS AND INDEMNIFICATION</b></p> <p>a. The Concessionaire agrees to save and hold harmless and indemnify the Government and the NAFI against any and all liabilities, claims, and costs of whatever kind and nature for injury to or death of any person or persons, including the employees of the Concessionaire or its sub Concessionaire(s), and for loss of or damage to any property occurring in connection with or in any way incident to or arising out of the performance of services under this Contract or resulting in whole or in part from acts or omissions of the Concessionaire, any sub Concessionaire, or any employee, agent, or representative of the Concessionaire or its subcontractors.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 39	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>b. Further, the Concessionaire shall indemnify and hold the Government and the NAFI harmless from and against any and all claims arising from the Concessionaire's noncompliance with laws, codes, controls and requirements of this Agreement. The Concessionaire shall be liable for all fines or penalties assessed against the NAFI, which are engendered by any aspect of the Concessionaire's performance or failure to perform under this contract, but shall include the reimbursement of all such costs, fines or penalties paid by the Government or the NAFI if the Government or NAFI pay such cost, fines, or penalties. Such liability shall not be limited to the payment of the fines or penalties assessed against the Concessionaire, but shall include the reimbursement of all such costs, fines, or penalties paid by the Government or the NAFI if the Government or NAFI pays such costs, fines, or penalties.</p> <p>c. Nothing in this paragraph shall relieve, or be construed as relieving, the Government or NAFI of liability for any loss, or damage or injury caused by the Government or NAFI or by one of its officers, agents or employees acting within the scope of his or her duties of employment, nor shall anything in this paragraph be construed as an assumption or indemnification on the part of the Concessionaire against any such liability arising from or growing out of any such negligence, willful misconduct or breach of law.</p>			
<p><b>H-7. HOLIDAYS</b></p>			
<p>Legal Public Holidays Observed by Fort Belvoir:</p>			
<p>NEW YEAR'S DAY            BIRTHDAY OF MARTIN LUTHER KING, JR.            WASHINGTON'S BIRTHDAY            MEMORIAL DAY            JUNETEENTH            INDEPENDENCE DAY            LABOR DAY            COLUMBUS DAY            VETERAN'S DAY            THANKSGIVING DAY            CHRISTMAS DAY</p>	<p>January 1            3<sup>RD</sup> Monday in January            3<sup>RD</sup> Monday in February            Last Monday in May            June 19th            July 4th            First Monday in September            Second Monday in October            November 11th            Fourth Thursday in November            December 25th</p>		
<p>When these Holidays fall on Saturday, the preceding Friday will be considered a holiday. When these holidays fall on Sunday, the succeeding Monday will be considered a holiday.</p>			
<p>The Fort Belvoir Facilities will remain open during these holidays and at the discretion of the Contracting Officer's Representative, as necessary. The Contracting Officer's Representative shall provide the Concessionaire notice in advance for holidays that will require operation of the concession.</p>			
<p><b>H-8. CONTINUITY OF QUALITY PERFORMANCE</b></p>			
<p>IMCOM - NAF Contracting</p>			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 40	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>The Concessionaire agrees that, in the event of any change in staffing and/or consultants, during the performance of a contract executed to operate the concession, the employees, or consultants engaged in the performance of the contract resulting from this contract will continue to have the qualifications, professional background, education, and experience equal to or better than that proposed by the Concessionaire and accepted for such contract. Any changes to staffing and/or qualifications shall be reported to the COR within 3-business days.</p> <p><b>H-9. RELEASE OF NEWS INFORMATION</b></p> <p>The Concessionaire or his/her agents, without the prior written approval of the Contracting Officer, shall make no news releases (including photographs and films, public announcements or statements) concerning any aspect of a resultant contract.</p> <p><b>H-10. ADVERTISING</b></p> <p>The Concessionaire shall not represent, in any manner, expressly or by implication, that the products or services purchased under this contract are endorsed by any element of the United States Government.</p> <p><b>H-11. NAFI-CONCESSIONAIRE RELATIONSHIP</b></p> <ol style="list-style-type: none"> <li>a. The NAFI and the Concessionaire understand and agree that the services to be delivered under this contract to the NAFI are non-personal services and the parties recognize and agree that no employer-employee relationship exist or will exist under this contract between the NAFI and the Concessionaire and/or between the NAFI and the Concessionaire's employees. It is, therefore, in the best interest of the NAFI to afford the parties a full and complete understanding of their respective obligations.</li> <li>b. The Concessionaire's personnel under this contract shall not be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction or evaluation of a Federal Officer, military or civilian.</li> <li>c. Concessionaire shall not change its name or transfer the contract to another, without approval and acceptance by the Contracting Officer, in accordance with name-change or novation agreement terms. Any such change accepted will be accomplished by written agreement by the Contracting Officer and Concessionaire.</li> </ol> <p><b>H-12. RESTRICTIONS</b></p> <p>The Concessionaire shall not:</p> <ol style="list-style-type: none"> <li>a. Permit itself to be represented to the public as an agent of or part of the NAFI or the Installation by the use of the words implying identification with the NAFI or military Installation on letterhead, statements, and signs or in any other manner.</li> <li>b. Sell or remove any equipment or fixtures belonging to the NAFI.</li> </ol>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 41	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>c. Sublet or sub-contract any of the premises furnished under this contract without prior written review and acceptance by the Contracting Officer. If the Concessionaire considers a change-of-name or considers selling the business during the term of this contract, the Contracting Officer must be notified in writing to ensure that the prospective buyer is acceptable to the NAFI for contract performance.</p> <p>d. Loan money to customers or others requesting such loans.</p> <p><b>H-13. NON-EXCLUSIVITY</b></p> <p>a. Nothing in this contract shall be construed to constitute the granting of exclusivity to the concessionaire providing services. The NAFI reserves the right to enter into similar contracts with other individuals.</p> <p>b. The Contractor shall not use any equipment, furnishings, utilities, performance location, or otherwise material offered by the NAFI to perform work not related to the services contracted herein. Use of any equipment for preparation of food or beverage that is not to be sold to NAFI customers or within the definitions of this contract is prohibited.</p> <p><b>H-14. FORCE MAJEURE</b></p> <p>If at any time during the term of the contract, it becomes necessary to cease operations of the concession in order to protect the concession and/or the health, safety and welfare of the patrons and/or employees of the concession for reason of force majeure such as, but not limited to, acts of war, insurrection, civil strife and commotion or acts of God, then in such event, the NAFI may close and cease operation of all or part of the facility, reopening and commencing operations when the NAFI deems that such may be done without jeopardy to the building, its patrons and employees. The Government shall incur no liability to the Concessionaire in the event of building closure as outlined within this contract.</p> <p><b>H-15. PHASE IN PERIOD</b></p> <p>a. The Concessionaire shall provide a complete phase-in plan to ensure a smooth transition in the change of work effort. The plan shall identify all work required of the Concessionaire in training the new employees in the use of the equipment and food service operation.</p> <p>b. Concessionaire shall have all equipment, vehicles, licenses, etc. in place and employees fully trained no later than 30 days of contract award.</p> <p>c. First day of operation. Concession shall be open for business on 1 September 2022.</p> <p>d. Concessionaire shall coordinate phase in with the COR.</p> <p><b>H-16. PHASE OUT PERIOD</b></p>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 42	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>a. The NAFI will have the first right to purchase any or all of the concessionaire furnished property including equipment, furniture and movable trade fixtures, etc. used in the facility by concessionaire for this contract. If the NAFI exercises this option, an independent appraiser obtained by the COR will determine the value of the property.</p> <p>b. Concessionaire shall promptly settle Concessionaire’s account with the NAFI including payment in full of all amounts due; yield up the premises, installed property and fixtures, and all NAFI furnished property, clean and in as good order and condition as when received (damage due to acts of God or the US Government, and ordinary wear and tear excepted); surrender all installation passes, decals, etc. for all concession personnel; and complete satisfactory settlement of all customer complaints and satisfactorily settle customer complaints and claims.</p> <p>c. Concessionaire shall promptly remove all Concessionaire furnished property not purchased by the NAFI including equipment, furniture and movable trade fixtures, tools of the trade and supplies. Property shall be removed consistent with phase-out plan approved by the COR. Upon failure to yield up the premises or remove concessionaire’s property, the Contracting Officer or his/her duly appointed representative, may enter the premises to have concessionaire’s property removed and stored at concessionaire’s expense and have the premises cleaned and restored at concessionaire’s expense. If the concessionaire is indebted to the NAFI, concessionaire authorizes and empowers the NAFI to take possession of concessionaire’s property and dispose the same by public or private sale without notice, and out of the proceeds of sale, satisfy all costs to the NAFI including costs of sale, handling, storage, etc., and any other indebtedness to the NAFI.</p> <p><b>H-17. ENTRY ONTO FORT BELVOIR</b></p> <p>Concessionaire shall comply with the Real ID Act of 2015, under provisions of this act, driver’s license or ID cards from certain states and territories are not valid for unescorted access onto Fort Belvoir. Please email completed forms from a Department of Defense (DOD) Government email account ONLY to (usarmy.Fort Belvoir.imcom.list.visitor-info-center-mbx-owners@army.mil) at least 24 hours prior to arrival. Submittals from non-DoD accounts (e.g. personal, corporate, municipal etc.) will be rejected.</p> <ul style="list-style-type: none"> <li>a. STATE ISSUED DRIVERS LICENSE</li> <li>b. STATE ISSUED CARD</li> <li>c. DA FORM 1602 (CIVILIAN IDENTIFICATION CARD AND GOLD STAR FAMILY)</li> <li>d. VALID US PASSPORT OR PASSPORT CARD</li> <li>e. TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)</li> <li>f. VALID FOREIGN PASSPORT WITH I-551 STAMP OR WITH INS FORM I-94 OR I-94A (Escort required.)</li> </ul>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 43	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p data-bbox="285 264 1369 327">g. FORM I-766 WITH PHOTOGRAPH (EMPLOYMENT AUTHORIZATION DOCUMENT) (Escort required.)</p> <p data-bbox="237 369 1466 474">Personal requesting unescorted access to Fort Belvoir and who present a standard license of ID from one of those states will be required to present additional documentation to verify their identity prior to being allowed access to Fort Belvoir, VA.</p> <p data-bbox="237 516 1466 579">Concessionaires shall comply with all posted speed limits. A valid driver's license, registration and proof of insurance is a requirement to drive onto the Fort Belvoir installation.</p> <p data-bbox="188 621 946 646"><b>H-18. INSTALLATION SECURITY AND ACCESS REQUIREMENTS</b></p> <p data-bbox="285 688 1433 1360">a. <b>PHYSICAL SECURITY:</b> The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities shall be secured. The Contractor shall ensure that its employees entering Army-controlled installations or facilities have obtained access badges and passes IAW facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of contracted services. Delay caused by contractor failure to obtain badges and passes in advance will not be a basis for claim by the Contractor. The Contractor shall return all issued US Government Common Access Cards (CAC), Installation badges, and/or access passes to the COR when the contract is completed or when a Contractor employee no longer requires access to the Installation or facility. The Contractor shall demonstrate compliance with all personnel identity verification procedures. If the COR determines that the Contractor is not ensuring all access cards, badges, etc., are being returned as required under this section, the KO may take action against the Contractor to the extent allowed under applicable supplements. Actions taken against the Contractor for their failure to comply with this requirement shall not relieve them of their duties associated with this contract. Force Protection Condition (FPCON) impact on work levels: During FPCONs Charlie and Delta, services are discontinued. Services shall resume when the FPCON level is reduced to level Bravo or lower. Procedures for complying with requirements addressed herein shall be included in the CQCP.</p> <p data-bbox="285 1402 1433 1896">b. <b>KEY CONTROL/LOCK COMBINATIONS:</b> The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the CQCP. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the KO. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 44	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>and the total cost deducted from the monthly payment due the Contractor. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the KO. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons.</p> <p>c. <b>AT LEVEL 1 TRAINING:</b> All Contractor employees, to include subcontractor employees, requiring access to Army Installations, facilities, and controlled access areas shall complete AT Level I Training within 14 days after contract start date. Employees hired after contract start date have 14 days from hire date to complete the training. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the COR within 14 days after completion of training by all employees and subcontractor personnel. AT Level I Training is available at the following website: CAC Holders; <a href="https://jkodirect.jten.mil/">https://jkodirect.jten.mil/</a> NON-CAC Holders; <a href="http://jko.jten.mil/courses/at1/launch.html">http://jko.jten.mil/courses/at1/launch.html</a>. Refer to paragraph 6.4 for deliverable guidance.</p> <p>d. <b>ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES:</b> Contractor and all associated sub-contractor employees shall comply with applicable installation, facility, and area commander Installation/facility access and local security policies and procedures (provided by Government representative). The Contractor shall also provide all information required for background checks to meet Installation access requirements to be accomplished by Director of Emergency Services (DES), and/or Security Office (SO). Contractor workforce must comply with all personal identity verification requirements (FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DoD, Headquarters Department of the Army (HQDA), and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON at any individual facility or Installation change, the Government may require changes in Contractor security matters or processes.</p> <p>e. <b>CONTRACTORS REQUIRING COMMON ACCESS CARD (CAC):</b> Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.</p> <p>f. <b>CONTRACTORS THAT DO NOT REQUIRE CAC, BUT REQUIRE ACCESS TO A DOD FACILITY OR INSTALLATION:</b> Contractor and all associated sub-contractors employees shall comply with</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 45	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.</p> <p>g. <b>iWATCH TRAINING:</b> The Contractor and all associated sub-contractors shall brief all employees on the local iWatch program (training standards provided by the requiring activity Anti-terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 14 days of contract award and within 14 days of new employees commencing performance on this contract. Results shall be reported to the COR NLT 14 days after completion of the training required as stated above. Refer to paragraph 6.5 for deliverable guidance.</p> <p>h. <b>CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS (IS):</b> All Contractor employees with access to a Government information system must be registered in the Army Training Certification Tracking System (ATCTS) (<a href="https://atc.us.army.mil/iastar/index.php">https://atc.us.army.mil/iastar/index.php</a>) at the commencement of services, and must successfully complete the DoD Information Assurance Awareness training (<a href="https://atc.us.army.mil/iastar/cyber_awareness.php">https://atc.us.army.mil/iastar/cyber_awareness.php</a>) prior to access to the information systems and annually thereafter.</p> <p>i. <b>INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING:</b> All Contractor employees and associated subcontractor employees must complete the DoD IA Awareness training before issuance of network access and annually thereafter. All Contractor employees working IA/IT functions must comply with DoD and Army training requirements in Department of Defense Directive (DoDD) 8570.01 Information Assurance (IA) Training, Certification, and Workforce Management, DoD 8570.01-M Information Assurance Workforce Improvement Program, and AR 25-2 Information Assurance within six months of employment.</p> <p>j. <b>CONTRACTOR AND ACCESS TO INSTALLATION:</b> Access to installation requires that Contractor employees voluntarily submit personal data (e.g. Name, Driver License Number, Date of birth, [Active CAC; Y or N], Email address, Company Name, and Citizenship) when applying for an installation Identification Card. When applying for a Temporary Access Pass (contractor shall submit the personal data a minimum of 72 hours in advance) the following personal data is required (same as above plus date of arrival, date of departure, reason for visit, and areas to be visited). This information is routinely used by installation Law Enforcement and Security personnel to conduct driver's license and criminal history/background checks. Adverse information revealed by such checks (e.g. outstanding criminal warrants, criminal history indicating a potential risk to Installation security, or similar negative information indicating a potential security and/or law enforcement risk to installation) may result in denial of access and/or re-entry to installation. Delays caused by any adverse employee information do not constitute a basis for claim by the Contractor. It is</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 46	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>the Contractor's responsibility to assure all personnel scheduled to work on the installation have acceptable backgrounds.</p> <p>k. <b>PERSONNEL SECURITY:</b> The Contractor shall appoint a Facility Security Officer (FSO). The FSO shall provide employees with training required by DoD 5220.22-M Industrial Security Manual, DoD 5220.22-R, Army security directives and local security directives.</p> <p>a) Some of the work required by this contract may require access to restricted areas. Occasional delays in obtaining authorization for access to these areas or escort to a work site may be anticipated. The Contractor's personnel requiring unescorted entry to restricted or other sensitive areas designated by the Installation Commander shall comply with AR 25-2 and AR 380-67 Personnel Security Program.</p> <p>b) The Contractor shall have a Government Facility Security Clearance at the level indicated on DD 254 DoD Contract Security Classification Specification [refer to Technical Exhibit (TE) 1] and a cleared facility for the storage of classified materials. Safeguarding of classified information and clearance procedures for the Contractors personnel shall be accomplished in accordance with DoD 5220.22-M and all other current relevant regulatory/guidance materials.</p> <p>c) The Contractor shall request from the Defense Industrial Security Clearance Office (DISCO), P.O. Box 2499, Columbus, OH 43216-5006, security clearances (e.g., locksmiths, alarm technicians) for personnel requiring access to classified information within 15 days after contract award.</p> <p>d) The Contractor shall provide the security information to the installation Intelligence Office prior to the end of the phase-in period and when any changes occur during the term of the contract.</p> <p>e) The Counter Intelligence Office (CIO) processes National Agency Checks (NAC) for Contractor employees who require access to restricted areas or have access to sensitive information or equipment. The Contractor shall request a waiver through the servicing CIO to process employees for an NAC that requires access to restricted areas and who do not already have a security background investigation. In DPG cleared facilities, Performing Activities shall comply with the National Industrial Security Program (NISPOM) controlled area requirements. The CIO shall approve the establishment, the construction, and the modification of all designated controlled areas before they may be used for the storage of classified materials.</p> <p>l. <b>REPORTING REQUIREMENTS:</b> The Contractor shall immediately report any known or suspected breaks or violations of security to the proper authorities, the KO, and the COR and remain at the scene until authorities arrive. Additional or other conditions or situations are reportable under DoD 5220.22-M National Industrial Security Program Operating Manual Supplement. The Contractors personnel shall report to an appropriate authority any information or circumstances that they are aware that may pose a threat to the security of US Government, DoD, DoD personnel, Contractor personnel, resources, and classified or</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 47	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>unclassified defense information. The Contractor shall brief their employees of reporting requirements upon arrival to the site.</p> <p>m. <b>DRIVERS:</b> Drivers must be appropriately licensed by the State of Virginia or other appropriate jurisdiction to operate vehicles used in the performance of this contract on Federal, State of Virginia, and local highway systems. Violations of law off post may result in the employee being barred from driving on the Installation or barred from the Installation. These incidents shall not relieve the Contractor from performing the functions in this contract.</p> <p>n. <b>ADDITIONAL SECURITY REQUIREMENTS:</b> IAW DoDM 5200.01 Information Security Program (Volumes 1 through 4), the Contractor shall comply with Army Systems Security Instruction (ASI) requirements such as Communications Security (COMSEC); Computer Security (COMPUSEC) for Operational Systems; Security Awareness, Training, and Education (SATE) Program; and Emanations Security (TEMPEST) IAW AR 530-1.</p> <p>o. <b>FORCE AND HEALTH PROTECTION:</b> The contractor recognizes that Fort Belvoir is a military facility subject to force and health protection requirements that change from time to time based on the threat level. Force and health protection requirements may result in searches of contractor personnel, supplies and vehicles. During heightened threat levels or the threat of epidemics and/or pandemics, other restrictions, such as restrictions on guests, event cancellations, and temporary closures are also possible. The contractor recognizes that force and health protection requirements are a recognized non-compensable risk.</p> <p>p. <b>COVID RELATED SAFETY MEASURES.</b> Due to the impacts related to the ongoing COVID-19 crisis and public safety, at the time of release of this award, the Department of Defense (DoD) requires personnel to wear face masks while on a military installation. This includes contractor personnel performing contract related services on any military installation. Until this requirement is officially changed or rescinded by the DoD, the installation Management Command, or the installation Garrison Commander where services are to be performed, all contractor personnel are required to wear face masks in the performance of contract related services NOTE: Face masks with valves are not acceptable.</p>			
IMCOM - NAF Contracting			

**CONTINUATION SHEET**Reference document being continued  
NAFIB4-22-R-0007**Page**  
48**of**  
113

Name of CONTRACTOR

Project Title  
Long-Term Concessionaire**SECTION I  
CONTRACT CLAUSES**

Section I - Contract Clauses .....	49
I.1 DEFINITIONS (MAR 2020) BI.001.....	49
I.2 NONAPPROPRIATED FUND INSTRUMENTALITY (NOV 2004) BI.002.....	49
I.3 PROTECTING THE NAFI'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (MAR 2020) BI.004 .....	50
I.4 INVOICES (MAR 2020) BI.010 .....	50
I.5 EXAMINATION OF RECORDS (MAR 2020) BI.011.....	51
I.6 INSURANCE-WORK ON A GOVERNMENT INSTALLATION AND/OR OTHER NAFI LOCATIONS (MAR 2020) BI.012.....	51
I.7 ORDER OF PRECEDENCE (NOV 2004) BI.013 .....	52
I.8 OPTION TO EXTEND SERVICES (NOV 2004) BI.021 .....	52
I.9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2020) BI.022 .....	52
I.10 NOTICE TO THE NAFI OF LABOR DISPUTES (NOV 2004) BI.023 .....	52
I.11 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAR 2020) BI.024.....	52
I.12 PROHIBITION OF SEGREGATED FACILITIES (MAR 2020) BI.037 .....	53
I.13 EQUAL OPPORTUNITY (MAR 2020) BI.038.....	53
I.14 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (MAR 2020) BI.040 .....	55
I.15 SERVICE CONTRACT LABOR STANDARDS (MAR 2014) BI.041.....	55
I.16 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT FOR MULTIPLE YEAR AND OPTION CONTRACTS (MAY 2014) BI.042.....	59
I.17 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 2004) BI.044 .....	60
I.18 EQUAL OPPORTUNITY FOR VETERANS (MAR 2020) BI.045.....	61
I.19 OPTION FOR INCREASED QUANTITY OR ADDITIONAL SERVICES (DEC 2005) BI.046.....	61
I.20 WASTE REDUCTION (MAR 2020) BI.047.....	61
I.21 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAR 2020) BI.048 .....	62
I.22 PRIVACY ACT NOTIFICATION (NOV 2004) BI.049 .....	62
I.23 PRIVACY ACT (NOV 2004) BI.050.....	62
I.24 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2010) BI.055.....	63
I.25 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2010) BI.057.....	63
I.26 TAXES (NOV 2004) BI.067.....	63
I.27 EXTRAS (NOV 2004) BI.073 .....	64
I.28 DISPUTES (NOV 2004) BI.079.....	64
I.29 CONTINUITY OF SERVICES (NOV 2004) BI.101 .....	65
I.30 BANKRUPTCY (NOV 2004) BI.102 .....	65
I.31 CHANGES (NOV 2004) -- ALTERNATE I (NOV 2004) BI.104 .....	65
I.32 NAFI PROPERTY (NOV 2004) BI.109 .....	66
I.33 LIMITATION OF LIABILITY-SERVICES (NOV 2004) BI.114 .....	66
I.34 TERMINATION FOR CONVENIENCE (MAR 2020) BI.118.....	66
I.35 NO-FAULT TERMINATION (NOV 2004) BI.119.....	67
I.36 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (NOV 2004) BI.120 .....	67
I.37 CONVICT LABOR (NOV 2004) BI.123.....	68
I.38 ASSIGNMENT OF CLAIMS (NOV 2004) BI.124 .....	68
I.39 NONWAIVER OF DEFAULTS (NOV 2004) BI.125.....	68
I.40 EMPLOYMENT REPORTS ON VETERANS (MAR 2020) BI.133.....	68
I.41 EMPLOYMENT ELIGIBILITY VERIFICATION (MAR 2020) BI.138 .....	69
I.42 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (NOV 2014) BI.141.....	71
I.43 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) BI.142.....	74
I.44 ESTABLISHING PAID SICK LEAVE FOR FEDERAL CONTRACTORS (DEC 2016) BI.145.....	75
I.45 DISCLOSURE OF INFORMATION (JUL 2017) BI.146.....	77
I.46 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (MAR 2020) BI.147.....	77
I.47 CLOUD COMPUTING SERVICES (MAR 2020) BI.149.....	78
I.48 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUL 2019) BI.150.....	80
I.49 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) BI.151 .....	81
I.50 PRIVACY TRAINING (JAN 2020) BI.152 .....	83
I.51 COMBATING TRAFFICKING IN PERSONS (MAR 2020) BI.153.....	84



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 49	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>Section I - Contract Clauses</b></p> <p><b>I.1 DEFINITIONS (MAR 2020) BI.001</b></p> <p>(a) This part-</p> <p>(1) Defines words and terms that are frequently used in the Morale Welfare and Recreation Nonappropriated Contracting Regulation AR 215-4;</p> <p>(2) Provides cross-references to other definitions in AR 215-4 of the same word or term; and</p> <p>(3) Provides for the incorporation of these definitions in solicitations and contracts by reference.</p> <p>(b) Other clauses may define other words or terms and those definitions only apply to the part, subpart, or section where the word or term is defined.</p> <p>(c) A word or a term, defined in this section, has the same meaning throughout this AR 215-4, unless-</p> <p>(1) The context in which the word or term is used clearly requires a different meaning; or</p> <p>(2) Another clause part, subpart, or section provides a different definition for the particular part or portion of the part.</p> <p>"Chief Acquisition Officer" means an executive level acquisition official responsible for agency performance of acquisition activities and acquisition programs.</p> <p>"Best value" means the expected outcome of an acquisition that, in the NAFI's estimation, provides the greatest overall benefit in response to the requirement.</p> <p>"Commercial Item" means a product or a service (e.g., items, supplies, materials, components) sold or traded to the general public in the course of conducting normal business operations at established catalog or market prices.</p> <p>"Commercial off-the-shelf (COTS)" is any item or supply (including construction material) that is a commercial item as defined in paragraph (a) in this section and is sold in substantial quantities in the commercial marketplace and is offered to the NAFI under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace. COTS require no unique NAFI modifications or maintenance over the life cycle of the product to meet the requirements of the NAFI.</p> <p>"Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the NAFI to an expenditure of nonappropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C.6301, et seq.</p> <p>"Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. This authority is granted through the means of a certificate of appointment (warrant). The term includes certain authorized representatives of the contracting office acting within the limits of their warrant authority as delegated by the contracting officer. Administrative contracting officer (ACO) refers to a contracting officer who is administering contracts. Termination contracting officer (TCO) refers to a contracting officer who is settling terminated contracts. A single contracting officer may be responsible for duties in any or all of these areas. Reference in this regulation to an ACO or TCO does not (a) require that a duty be performed at a particular office or activity or (b) restrict in any way a contracting officer in the performance of any duty properly assigned.</p> <p>"Head of the agency" (also called "agency head"), including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.</p> <p>"Inspection" means examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.</p> <p>"Partial termination" means the termination of a part, but not all, of the work that has not been completed and accepted under a contract.</p> <p>"Past performance" means an offeror's or contractor's performance on active and physically completed contracts</p> <p>"Products" has the same meaning as "supplies."</p> <p>(End of clause)</p> <p><b>I.2 NONAPPROPRIATED FUND INSTRUMENTALITY (NOV 2004) BI.002</b></p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 50	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>The Nonappropriated Fund Instrumentality (NAFI), which is party to this contract, is a nonappropriated fund instrumentality of the Department of the Army. NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID THE CONTRACTOR BY REASON OF THIS CONTRACT. This contract is NOT subject to The Contract Disputes Act of 1978.</p> <p>(End of clause)</p> <p><b>I.3 PROTECTING THE NAFI'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (MAR 2020) BI.004</b></p> <p>(a) Definition. "Commercially available off-the-shelf (COTS)" item, as used in this clause-</p> <p>(1) Means any item of supply (including construction material) that is-</p> <p>(i) A commercial item (as defined in AR 215-4 chapter 3);</p> <p>(ii) Sold in substantial quantities in the commercial marketplace; and</p> <p>(iii) Offered to the NAFI, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and</p> <p>(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.</p> <p>(b) The Government suspends or debar Contractors to protect the Government's/NAFI's interests. The Contractor shall not enter into any subcontract in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.</p> <p>(c) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$35,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.</p> <p>(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment. The notice must include the following:</p> <p>(1) The name of the subcontractor.</p> <p>(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in System of Award Management (SAM).</p> <p>(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.</p> <p>(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the NAFI's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.</p> <p>(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that-</p> <p>(1) Exceeds \$35,000 in value; and</p> <p>(2) Is not a subcontract for commercially available off-the-shelf items.</p> <p>(End of clause)</p> <p><b>I.4 INVOICES (MAR 2020) BI.010</b></p> <p>(a) An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:</p> <p>(1) Name and address of the contractor.</p> <p>(2) Invoice date.</p> <p>(3) Contract number or other authorization for supplies delivered, services performed (including order number and contract line item number).</p> <p>(4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.</p> <p>(5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government/NAFI bills of lading.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 51	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(6) Name and address of contractor official to whom payment is to be sent (must be the same as that on the contract or on a proper notice of assignment).</p> <p>(7) Name (where applicable), title, phone number, mailing address of person to be notified in event of defective invoice.</p> <p>(8) Any other information or documentation required by the contract (such as evidence of shipment). Invoices shall be prepared and submitted in duplicate (one copy shall be marked "original") unless otherwise specified.</p> <p>(b) For purposes of determining if interest begins to accrue under the Prompt Payment Act (Public Law 97-177, as amended).</p> <p>(1) A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred;</p> <p>(2) Payment shall be considered made on the date on which check for such payment is dated;</p> <p>(3) When the due date falls on a Saturday, Sunday, or legal holiday when Government/NAFI facilities and offices are closed, may make payment on the following working day without incurring a late payment interest penalty.</p> <p>(4) Payment terms (e.g., "net 20") offered by the contractor will not be deemed a "required payment date"; and</p> <p>(5) The following periods of time will not be included:</p> <p>(i) after receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed 7 days (3 days on contracts for meat food products, and 5 days on contracts for perishable agricultural commodities, dairy products, edible fats or oils and food products prepared from edible fats or oils); and</p> <p>(ii) between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.</p> <p>(6) If the NAFI makes payment by Electronic Funds Transfer (EFT) (see applicable contract clause). In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check, or the specified payment date if an electronic funds transfer payment is made.</p> <p>(7) Discounts. When a discount for prompt payment is taken, the designated payment office will make payment to the contractor as close as possible to, but not later than, the end of the discount period. The discount period is specified by the contractor and is calculated from the date of the contractor's proper invoice. If the contractor has not placed a date on the invoice, the due date is calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. When the discount date falls on a Saturday, Sunday, or legal holiday when NAFI facilities and offices are closed, the designated payment office may make payment on the following working day and take a discount. Payment terms are specified in the clause at BI.070, Discounts for Prompt Payment.</p> <p>(End of clause)</p> <p><b>I.5 EXAMINATION OF RECORDS (MAR 2020) BI.011</b></p> <p>(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.</p> <p>(b) The Contractor agrees that the Contracting Officer or the Contracting Officer's duly authorized representative shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.</p> <p>(c) The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) and (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract.</p> <p>(b) The Contractor agrees to include the clause in all subcontracts.</p> <p>(End of clause)</p> <p><b>I.6 INSURANCE-WORK ON A GOVERNMENT INSTALLATION AND/OR OTHER NAFI LOCATIONS (MAR 2020) BI.012</b></p> <p>(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract, in no event shall the amount be lesser than the minimum requirements established by applicable state and local regulations and laws.</p> <p>(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 52	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>cancellation or any material change adversely affecting the NAFI's interest shall not be effective (1) for such period as the laws of the States in which the contract is to be performed prescribed at (2) until 30 days after the insurer of the Contractor gives written notice to the Contracting Officer, whichever period is longer.</p> <p>(c) The Contractor shall insert the substance of the clause, including this paragraph (c), in subcontracts under the contract that requires a work on a Government installation and/or other NAFI location and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. At least five days before entry of each such subcontractor's personnel on the Government installation, the Contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current certificate of insurance meeting the requirements of paragraph (b) above, for each subcontractor.</p> <p>(End of clause)</p> <p><b>I.7 ORDER OF PRECEDENCE (NOV 2004) BI.013</b></p> <p>Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:</p> <p>(a) The Schedule (excluding the specifications);</p> <p>(b) Representations and other instructions;</p> <p>(c) Contract clauses;</p> <p>(d) Other documents, exhibits, and attachments; and</p> <p>(e) The specifications.</p> <p>(End of clause)</p> <p><b>I.8 OPTION TO EXTEND SERVICES (NOV 2004) BI.021</b></p> <p>The NAFI 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 notice to the Contractor within the period specified in the Schedule.</p> <p>(End of clause)</p> <p><b>I.9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2020) BI.022</b></p> <p>(a) The NAFI may extend the term of this contract by written notice to the Contractor within 60 days before contract expiration; provided, that the NAFI shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the NAFI to an extension.</p> <p>(b) If the NAFI exercises this option, the extended contract shall be considered to include this option clause.</p> <p>(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.</p> <p>(End of clause)</p> <p><b>I.10 NOTICE TO THE NAFI OF LABOR DISPUTES (NOV 2004) BI.023</b></p> <p>(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.</p> <p>(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information with respect to such dispute.</p> <p>(End of clause)</p> <p><b>I.11 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAR 2020) BI.024</b></p> <p>(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any work week unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 53	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the NAFI. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).</p> <p>(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.</p> <p>(d) Payrolls and basic records.</p> <p>(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the NAFI until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.</p> <p>(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.</p> <p>(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.</p> <p>(End of clause)</p>			
<p><b>I.12 PROHIBITION OF SEGREGATED FACILITIES (MAR 2020) BI.037</b></p>			
<p>(a) Definitions. As used in this clause</p>			
<p>"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html">http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html</a>.</p>			
<p>"Segregated facilities," 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, sex, sexual orientation, gender identity, 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.</p>			
<p>"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html">http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html</a>.</p>			
<p>(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.</p>			
<p>(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.</p>			
<p>(End of clause)</p>			
<p><b>I.13 EQUAL OPPORTUNITY (MAR 2020) BI.038</b></p>			
<p>(a) Definition. As used in this clause.</p>			
<p>"Compensation" means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.</p>			
<p>IMCOM - NAF Contracting</p>			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 54	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>"Compensation information" means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.</p> <p>"Essential job functions" means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-</p> <p>(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or</p> <p>(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.</p> <p>"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html">http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html</a>.</p> <p>"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html">http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html</a>.</p> <p>"United States," means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.</p> <p>(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.</p> <p>(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).</p> <p>(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.</p> <p>(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.</p> <p>(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.</p> <p>(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</p> <p>(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause to employees and applicants by-</p> <p>(A) Incorporation into existing employee manuals or handbooks; and</p> <p>(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 55	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.</p> <p>(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.</p> <p>(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the NAFI to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.</p> <p>(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government/NAFI contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.</p> <p>(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.</p> <p>(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.</p> <p>(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.</p> <p>(End of clause)</p>			
<p><b>I.14 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (MAR 2020) BI.040</b></p> <p>(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.</p> <p>(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.</p> <p>(End of clause)</p>			
<p><b>I.15 SERVICE CONTRACT LABOR STANDARDS (MAY 2014) BI.041</b></p> <p>(a) <i>Definitions.</i> As used in this clause.</p> <p>"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."</p> <p>"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.</p> <p>(b) <i>Applicability.</i> This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to</p>			
<p>IMCOM - NAF Contracting</p>			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 56	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.</p> <p>(c) <i>Compensation.</i></p> <p>(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.</p> <p>(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).</p> <p>(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.</p> <p>(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.</p> <p>(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors, may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.</p> <p>(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.</p> <p>(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.</p> <p>(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.</p> <p>(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.</p> <p>(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.</p> <p>(d) <i>Obligation to furnish fringe benefits.</i> The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 57	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(e) <i>Minimum wage.</i> In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.</p> <p>(f) <i>Successor contracts.</i> If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.</p> <p>(g) <i>Notification to employees.</i> The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.</p> <p>(h) <i>Safe and sanitary working conditions.</i> The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor, which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.</p> <p>(i) <i>Records.</i></p> <p>(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:</p> <p>(i) For each employee subject to the Service Contract Labor Standards statute.</p> <p>(A) Name and address and social security number;</p> <p>(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;</p> <p>(C) Daily and weekly hours worked by each employee; and</p> <p>(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.</p> <p>(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.</p> <p>(iii) Any list of the predecessor Contractor's employees, which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.</p> <p>(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.</p> <p>(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 58	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.</p> <p>(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.</p> <p>(j) <i>Pay periods.</i> The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.</p> <p>(k) <i>Withholding of payments and termination of contract.</i> The Contracting Officer shall withhold or cause to be withheld from the NAFI Prime Contractor under this or any other NAFI contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the NAFI may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.</p> <p>(l) <i>Subcontracts.</i> The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.</p> <p>(m) <i>Collective bargaining agreements applicable to service employees.</i> If wages to be paid or fringe benefits to be furnished any service employees employed by the NAFI Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the NAFI Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.</p> <p>(n) <i>Seniority list.</i> Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.</p> <p>(o) <i>Rulings and interpretations.</i> Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.</p> <p>(p) <i>Contractor's certification.</i></p> <p>(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded NAFI contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.</p> <p>(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government/NAFI contract under 41 U.S.C. 6706.</p> <p>(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.</p> <p>(q) <i>Variations, tolerances, and exemptions involving employment.</i> Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of NAFI business:</p> <p>(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 59	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).</p> <p>(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.</p> <p>(r) <i>Apprentices.</i> Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.</p> <p>(s) <i>Tips.</i> An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision.</p> <p>(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;</p> <p>(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);</p> <p>(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and</p> <p>(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).</p> <p>(t) <i>Disputes concerning labor standards.</i> The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.</p> <p>(End of clause)</p> <p><b>I.16 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT FOR MULTIPLE YEAR AND OPTION CONTRACTS (MAY 2014) BI.042</b></p> <p>(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.</p> <p>(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.</p> <p>(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.</p> <p>(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:</p> <p>(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;</p> <p>(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 60	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(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.</p> <p>(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.</p> <p>(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 NAFI 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.</p> <p>(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.</p> <p>(End of clause)</p> <p><b>I.17 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 2004) BI.044</b></p> <p>(a) "Hazardous material," as used in this clause, includes any material as defined hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).</p> <p>(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.</p> <p>Material Identification No.</p> <p>(If none, insert "None")</p> <p>[ ] [ ]</p> <p>[ ] [ ]</p> <p>[ ] [ ]</p> <p>[ ] [ ]</p> <p>(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.</p> <p>(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.</p> <p>(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.</p> <p>(f) Neither the requirements of this clause nor any act or failure to act by the NAFI shall relieve the Contractor of any responsibility or liability for the safety of NAFI, Contractor, or subcontractor personnel or property.</p> <p>(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material.</p> <p>(h) The NAFI's rights in data furnished under this contract with respect to hazardous material are as follows:</p> <p>(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-</p> <p>(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;</p> <p>(ii) Obtain medical treatment for those affected by the material; and</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 61	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(iii) Have others use, duplicate, and disclose the data for the NAFI for these purposes.</p> <p>(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.</p> <p>(3) The NAFI is not precluded from using similar or identical data acquired from other sources.</p> <p>(End of clause)</p> <p><b>I.18 EQUAL OPPORTUNITY FOR VETERANS (MAR 2020) BI.045</b></p> <p>(a) Definitions. As used in this clause-</p> <p>"Active duty wartime or campaign badge veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.</p> <p>"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).</p> <p>"Disabled veteran" means-</p> <p>(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or</p> <p>(2) A person who was discharged or released from active duty because of a service-connected disability.</p> <p>"Protected veteran" means a veteran who is protected under the non-discrimination and affirmative action provisions of 38 U.S.C. 4212; specifically, a veteran who may be classified as a "disabled veteran," "recently separated veteran," "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined by this section.</p> <p>"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.</p> <p>"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.</p> <p>(b) Equal opportunity clause. <b>THE CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF THE EQUAL OPPORTUNITY CLAUSE AT 41 CFR 60-300.5(A), AS OF MARCH 24, 2014. THIS CLAUSE PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRMATIVE ACTION BY THE CONTRACTOR TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS.</b></p> <p>(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.</p> <p>(End of clause)</p> <p><b>I.19 OPTION FOR INCREASED QUANTITY OR ADDITIONAL SERVICES (DEC 2005) BI.046</b></p> <p>The NAFI may increase the quantity of supplies or additional services called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items or services shall continue at the same rate as the like items or services called for under the contract, unless the parties otherwise agree.</p> <p>(End of clause)</p> <p><b>I.20 WASTE REDUCTION (MAR 2020) BI.047</b></p> <p>(a) Definitions. As used in this clause-</p> <p>"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 62	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.</p> <p>"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.</p> <p>(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).</p> <p>(End of clause)</p> <p><b>I.21 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAR 2020) BI.048</b></p> <p>(a) <i>Definitions.</i> As used in this clause-</p> <p>"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.</p> <p>"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<a href="http://www.epa.gov/snap/">http://www.epa.gov/snap/</a>).</p> <p>"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.</p> <p>(b) The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.</p> <p>(c) Unless otherwise specified in the contract, the Contractor shall reduce the use, release, or emissions of high global warming potential hydrofluorocarbons under this contract by-</p> <p>(1) Transitioning over time to the use of another acceptable alternative in lieu of high global warming potential hydrofluorocarbons in a particular end use for which EPA's SNAP program has identified other acceptable alternatives that have lower global warming potential;</p> <p>(2) Preventing and repairing refrigerant leaks through service and maintenance during contract performance;</p> <p>(3) Implementing recovery, recycling, and responsible disposal programs that avoid release or emissions during equipment service and as the equipment reaches the end of its useful life; and</p> <p>(4) Using reclaimed hydrofluorocarbons, where feasible.</p> <p>(d) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <a href="http://www.epa.gov/snap/">http://www.epa.gov/snap/</a>.</p> <p>(End of clause)</p> <p><b>I.22 PRIVACY ACT NOTIFICATION (NOV 2004) BI.049</b></p> <p>The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violations of the Act may involve the imposition of criminal penalties.</p> <p>(End of clause)</p> <p><b>I.23 PRIVACY ACT (NOV 2004) BI.050</b></p> <p>(a) The Contractor agrees to-</p> <p>(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-</p> <p>(i) The systems of records; and</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 63	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(ii) The design, development, or operation work that the contractor is to perform;</p> <p>(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and</p> <p>(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.</p> <p>(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.</p> <p>(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.</p> <p>(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.</p> <p>(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.</p> <p>(End of clause)</p> <p><b>I.24 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2010) BI.055</b></p> <p>(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.</p> <p>(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 <a href="http://www.treas.gov/offices/enforcement/ofac/sdn/">http://www.treas.gov/offices/enforcement/ofac/sdn/</a>. 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 <a href="http://www.treas.gov/offices/enforcement/ofac">http://www.treas.gov/offices/enforcement/ofac</a>.</p> <p>(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.</p> <p>(End of clause)</p> <p><b>I.25 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2010) BI.057</b></p> <p>(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.</p> <p>(b) In the event of any claim or suit against the NAFI on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the NAFI, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the NAFI except where the Contractor has agreed to indemnify the NAFI.</p> <p>(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.</p> <p>(End of clause)</p> <p><b>I.26 TAXES (NOV 2004) BI.067</b></p> <p>(a) Except as may be otherwise provided in this contract, the contract price includes all taxes, duties, or other public charges in effect and applicable to this contract on the contract date, except any tax, duty or other public charge which by law, regulation or governmental agreement is not applicable to expenditures made by the NAFI or on its behalf: or any tax, duty, or other public charge from which the Contractor, or any subcontractor hereunder, is exempt by law, regulation or otherwise. If any such tax, duty, or other</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 64	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>public charge has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.</p> <p>(b) If for any reason, after the contract date of execution, the Contractor or subcontractor is relieved in whole or in part from the payment or the burden of any tax, duty or other public charge included in the contract price, the contract price shall be correspondingly reduced; or if the Contractor or a subcontractor is required to pay in whole or in part any tax, duty, or other public charge which was not included in the contract price and which was not applicable at the contract date of execution the contract price shall be correspondingly increased.</p> <p>(c) No adjustment of less than \$250 shall be made in the contract price pursuant to this clause.</p> <p>(d) With respect to foreign taxes, NAFI's located in foreign countries will not pay to nor collect for any foreign country or political subdivision any tax unless the United States has consented to levy collection by treaty, convention, or executive agreement.</p> <p>(End of clause)</p> <p><b>I.27 EXTRAS (NOV 2004) BI.073</b></p> <p>Except as otherwise provided in this contract, no payment for extras shall be made unless the Contracting Officer has authorized such extras and the price in writing.</p> <p>(End of clause)</p> <p><b>I.28 DISPUTES (NOV 2004) BI.079</b></p> <p>(a) This contract is subject to the rules and regulations promulgated by the Secretary of Defense and Secretary of the Army for NAF contracting.</p> <p>(b) The contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).</p> <p>(c) All disputes arising under or relating to this contract shall be resolved under this clause.</p> <p>(d) "Claims," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract forms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause, by complying with the submission requirements of this clause. If it is disputed either as to liability or amount or is not acted upon in a reasonable time.</p> <p>(e) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the NAFI against the Contractor shall be subject to a written decision by the Contracting Officer.</p> <p>(2) For Contractor claims exceeding \$100,000, the Contractor shall submit with the claim a certification that-</p> <p>(i) The claim is made in good faith;</p> <p>(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and</p> <p>(iii) The amount requested accurately reflects the contract adjustment for which the contractor believes the NAFI is liable.</p> <p>(3) (i) If the Contractor is an individual, the certification shall be executed by that individual.</p> <p>(ii) If the Contractor is not an individual, the certification shall be executed by-</p> <p>(A) A senior company official in charge at the Contractor's plant or location involved, or</p> <p>(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.</p> <p>(f) For contract claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.</p> <p>(g) The Contracting Officer's decision shall be final unless the contractor appeals as provided in paragraph (h) of this clause.</p> <p>(h) The Contracting Officer's decision on claims may be appealed by submitting a written appeal to the Armed Services Board of Contract Appeals within 90 days of receipt of the Contracting Officer's final decision. Decisions of the Armed Services Board of Contract Appeals are final and are not subject to further appeal.</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 65	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.</p> <p>(End of clause)</p> <p><b>I.29 CONTINUITY OF SERVICES (NOV 2004) BI.101</b></p> <p>(a) The Contractor recognizes that the services under this contract are vital to the NAFI and must be continued without interruption and that, upon contract expiration, a successor, either the NAFI or another contractor, may continue them. The Contractor agrees to-</p> <p>(1) Furnish phase-in training; and</p> <p>(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.</p> <p>(b) The Contractor shall, upon the Contracting Officer's written notice-</p> <p>(1) Furnish phase-in, phase-out services for up to [include a period not to exceed 90 days] after this contract expires, and</p> <p>(2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.</p> <p>(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.</p> <p>(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and (profit) not to exceed a pro rata portion of the (profit) under this contract.</p> <p>(End of clause)</p> <p><b>I.30 BANKRUPTCY (NOV 2004) BI.102</b></p> <p>In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government/NAFI contract numbers and contracting offices for all Government/NAFI contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.</p> <p>(End of clause)</p> <p><b>I.31 CHANGES (NOV 2004) -- ALTERNATE I (NOV 2004) BI.104</b></p> <p>(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:</p> <p>(1) Description of services to be performed.</p> <p>(2) Time of performance (i.e., hours of the day, days of the week, etc.).</p> <p>(3) Place of performance of the services.</p> <p>(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.</p> <p>(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.</p> <p>(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 66	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.</p> <p>(End of clause)</p> <p><b>I.32 NAFI PROPERTY (NOV 2004) BI.109</b></p> <p>(a) The Contractor shall sign a receipt for any property furnished by the NAFI and upon expiration of this contract shall return such property to the NAFI in the same condition as when received, except for fair wear and tear.</p> <p>(b) Such property will be supplied to the Contractor in a condition suitable for the intended use and in a timely manner.</p> <p>(c) If property is received in a less than functional state or in a time frame which would delay Contractor's performance, the Contractor shall, upon receipt of property, notify the Contracting Officer, detailing the facts, and as directed by the Contracting Officer and at NAFI expense, either repair, modify, return or otherwise dispose of the property. In the case of an untimely delivery by the NAFI, the Contracting Officer shall make a determination of the delay, if any, caused by the NAFI, the contracting officer shall make an equitable adjustment in accordance with paragraph (c).</p> <p>(d) The Contracting Officer shall, upon written notification from the Contractor of any such discrepancies, make an equitable adjustment from such expenses incurred by the contractor.</p> <p>(e) After completion of the contract, if any such property is lost, damaged or destroyed by the Contractor, the NAFI shall be paid the cost of repairs of damages or the fair market value of the property as determined by the Contracting Officer.</p> <p>(f) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the NAFI. The right to any equitable adjustment shall be the Contractor's exclusive remedy. The NAFI shall not be liable for breach of contract for-</p> <ol style="list-style-type: none"> <li>(1) Any delay in delivery of NAFI furnished property;</li> <li>(2) Delivery of NAFI furnished property in a condition not suitable for its intended use;</li> <li>(3) A decrease in or substitution of NAFI furnished property; or</li> <li>(4) Failure to repair or replace NAFI property for which the NAFI is responsible.</li> </ol> <p>(End of clause)</p> <p><b>I.33 LIMITATION OF LIABILITY-SERVICES (NOV 2004) BI.114</b></p> <p>(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the NAFI that-</p> <ol style="list-style-type: none"> <li>(1) Occurs after NAFI acceptance of services performed under this contract; and</li> <li>(2) Results from any defects or deficiencies in the services performed or materials furnished.</li> </ol> <p>(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the NAFI's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-</p> <ol style="list-style-type: none"> <li>(1) All or substantially all of the Contractor's business;</li> <li>(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or</li> <li>(3) A separate and complete major industrial operation connected with the performance of this contract.</li> </ol> <p>(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the NAFI through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the NAFI, to the extent of such insurance or reserve, for loss of or damage to property of the NAFI occurring after NAFI acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.</p> <p>(End of clause)</p> <p><b>I.34 TERMINATION FOR CONVENIENCE (MAR 2020) BI.118</b></p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 67	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(a) The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI, in accordance with AR 215-4. In the event of such termination, the Contractor shall immediately stop all terminated work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work on the terminated portion(s) of the contract.</p> <p>(b) Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the NAFI, using its standard record keeping system, have resulted from the termination. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.</p> <p>(c) The Contractor shall, as directed by the Contracting Officer, transfer title and deliver to the NAFI-</p> <p>(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and</p> <p>(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the NAFI.</p> <p>(d) The Contractor shall complete performance of the work not terminated.</p> <p>(e) The Contractor shall take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the NAFI has or may acquire an interest.</p> <p>(f) The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.</p> <p>(End of clause)</p> <p><b>I.35 NO-FAULT TERMINATION (NOV 2004) BI.119</b></p> <p>This contract may be terminated in whole or in part by either party upon 30 days written notice to the other party.</p> <p>(End of clause)</p> <p><b>I.36 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (NOV 2004) BI.120</b></p> <p>(a) (1) The NAFI may, subject to paragraphs (c) and (d) below, through written notice of default to the Contractor, terminate this contract for default in whole or in part if the Contractor fails to-</p> <p>(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;</p> <p>(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below), or</p> <p>(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).</p> <p>(2) The NAFI's right to terminate this contract for default under subdivisions (i)(ii) and (i)(iii) above may be exercised if the Contractor does not cure such failure within 10 days (or as authorized in writing by Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.</p> <p>(b) If the NAFI terminates this contract for default in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate supplies or services similar to those terminated, and the Contractor will be liable to the NAFI for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.</p> <p>(c) Except for defaults of subcontractors at any time, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or the public enemy, (2) acts of the Government/NAFI in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.</p> <p>(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule.</p> <p>(e) If this contract is terminated for default, the NAFI may require the Contractor to transfer title and deliver to the NAFI, as directed by the Contracting Officer, any</p> <p>(1) Completed supplies, and</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 68	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(2) Partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.</p> <p>(f) The NAFI shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.</p> <p>(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligation of the parties shall be the same as if the termination had been issued for the convenience of the NAFI.</p> <p>(h) The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.</p> <p><b>I.37 CONVICT LABOR (NOV 2004) BI.123</b></p> <p>(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.</p> <p>(b) The Contractor is not prohibited from employing persons-</p> <p>(1) On parole or probation to work at paid employment during the term of their sentence;</p> <p>(2) Who have been pardoned or who have served their terms; or</p> <p>(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-</p> <p>(i) The worker is paid or is in an approved work-training program on a voluntary basis;</p> <p>(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;</p> <p>(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;</p> <p>(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and</p> <p>(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.</p> <p>(End of clause)</p> <p><b>I.38 ASSIGNMENT OF CLAIMS (NOV 2004) BI.124</b></p> <p>The contractor cannot assign any right or delegate any obligations under this contract without the prior written permission of the Contracting Officer.</p> <p>(End of clause)</p> <p><b>I.39 NONWAIVER OF DEFAULTS (NOV 2004) BI.125</b></p> <p>Any failure by the NAFI 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 or conditions in any way or the NAFI's right at any time to avail itself or such remedies as it may have for any breach or breaches of such terms and conditions.</p> <p>(End of clause)</p> <p><b>I.40 EMPLOYMENT REPORTS ON VETERANS (MAR 2020) BI.133</b></p> <p>(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause BI.045.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 69	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-</p> <p>(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.</p> <p>(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and</p> <p>(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.</p> <p>(c) The Contractor shall report the above items by completing and filing the Form VETS-4212 "Federal Contractor Veterans' Employment Report", (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <a href="http://www.dol.gov/vets/vets4212.htm">http://www.dol.gov/vets/vets4212.htm</a>).</p> <p>(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.</p> <p>(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-</p> <p>(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or</p> <p>(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).</p> <p>(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.</p> <p>(g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.</p> <p>(End of clause)</p>			
<p><b>I.41 EMPLOYMENT ELIGIBILITY VERIFICATION (MAR 2020) BI.138</b></p>			
<p>(a) Definitions. As used in this clause-</p> <p>"Commercially available off-the-shelf (COTS) item"-</p> <p>(1) Means any item of supply that is-</p> <p>(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);</p> <p>(ii) Sold in substantial quantities in the commercial marketplace; and</p> <p>(iii) Offered to the NAFI, without modification, in the same form in which it is sold in the commercial marketplace; and</p> <p>(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.</p> <p>"Employee assigned to the contract" means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-</p> <p>(1) Normally performs support work, such as indirect or overhead functions; and</p> <p>(2) Does not perform any substantial duties applicable to the contract.</p> <p>"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.</p> <p>"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.</p>			
<p>IMCOM - NAF Contracting</p>			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 70	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.</p> <p>(b) Enrollment and verification requirements.</p> <p>(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-</p> <p>(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;</p> <p>(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and</p> <p>(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).</p> <p>(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-</p> <p>(i) All new employees.</p> <p>(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or</p> <p>(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or</p> <p>(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).</p> <p>(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.</p> <p>(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-</p> <p>(i) Enrollment in the E-Verify program; or</p> <p>(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).</p> <p>(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.</p> <p>(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.</p> <p>(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.</p> <p>(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <a href="http://www.dhs.gov/E-Verify">http://www.dhs.gov/E-Verify</a> gov/E-Verify.</p> <p>(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-</p> <p>(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 71	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or</p> <p>(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.</p> <p>(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-</p> <p>(1) Is for-</p> <p>(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or</p> <p>(ii) Construction;</p> <p>(2) Has a value of more than \$3,500; and</p> <p>(3) Includes work performed in the United States.</p> <p>(End of Clause)</p> <p><b>I.42 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JAN 2020) BI.141</b></p> <p>(a) <i>Definitions.</i> As used in this clause—</p> <p>United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, <i>et seq.</i>).</p> <p>Worker –</p> <p>(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–</p> <p>(A) Whose wages under such contract are governed by the Fair Labor Standards Act (<a href="#">29 U.S.C. chapter 8</a>), the Service Contract Labor Standards statute (<a href="#">41 U.S.C. chapter 67</a>), or the Wage Rate Requirements (Construction) statute (<a href="#">40 U.S.C. chapter 31</a>, subchapter IV);</p> <p>(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and</p> <p>(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.</p> <p>(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under <a href="#">29 U.S.C. 214(c)</a>.</p> <p>(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.</p> <p>(2) (i) A worker performs <i>on</i> a contract if the worker directly performs the specific services called for by the contract; and</p> <p>(ii) A worker performs <i>in connection</i> with a contract if the worker’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.</p> <p>(b) <i>Executive Order.</i> This contract is subject to Executive Order (E.O.) 14026 (herein referred to as the Order), the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Order, and the requirements set forth herein.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 72	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(c) <i>Previous Orders.</i> E.O. 13658 established minimum wages for certain workers at \$10.10 per hour. The E.O. 13658 rate has increased each year since 2015, rising to \$11.25 on January 1, 2022. As of January 30, 2022, E.O. 13658 is superseded by the Order to the extent that it is inconsistent with the Order. In the event that the Order rate is higher than that required under E.O. 13658, this clause requires the Order minimum wage rate to be paid.</p> <p>(d) <i>Minimum Wage Rate.</i></p> <p>(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.</p> <p>(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <a href="https://www.sam.gov">https://www.sam.gov</a> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.</p> <p>(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.</p> <p>(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (d)(2). Contractors shall consider any subcontractor requests for such price adjustment.</p> <p>(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (d)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.</p> <p>(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.</p> <p>(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.</p> <p>(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.</p> <p>(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.</p> <p>(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.</p> <p>(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.</p> <p>(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 73	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(e) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition–</p> <p style="padding-left: 40px;">(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;</p> <p style="padding-left: 40px;">(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under <a href="#">29 U.S.C. 214(c)</a> are covered; and</p> <p style="padding-left: 40px;">(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.</p> <p>(2) This clause does not apply to–</p> <p style="padding-left: 40px;">(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., <i>i.e.</i> those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;</p> <p style="padding-left: 40px;">(ii) Individuals exempted from the minimum wage requirements of the FLSA under <a href="#">29 U.S.C. 213(a)</a> and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to–</p> <p style="padding-left: 80px;">(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under <a href="#">29 U.S.C. 214(a)</a> ;</p> <p style="padding-left: 80px;">(B) Students whose wages are calculated pursuant to special certificates issued under <a href="#">29 U.S.C. 214(b)</a> ; and</p> <p style="padding-left: 80px;">(C) Those employed in a bona fide executive, administrative, or professional capacity (<a href="#">29 U.S.C. 213(a)(1)</a> and 29 CFR part 541).</p> <p>(f) <i>Notice.</i> The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at <a href="http://www.dol.gov/agencies/whd/government-contracts">www.dol.gov/agencies/whd/government-contracts</a>, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.</p> <p>(g) <i>Payroll Records.</i></p> <p>(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:</p> <p style="padding-left: 40px;">(i) Name, address, and social security number;</p> <p style="padding-left: 40px;">(ii) The worker’s occupation(s) or classification(s);</p> <p style="padding-left: 40px;">(iii) The rate or rates of wages paid;</p> <p style="padding-left: 40px;">(iv) The number of daily and weekly hours worked by each worker;</p> <p style="padding-left: 40px;">(v) Any deductions made; and</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 74	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(vi) Total wages paid.</p> <p>(2) The Contractor shall make records pursuant to paragraph (g)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.</p> <p>(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.</p> <p>(4) Failure to comply with this paragraph (g) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.</p> <p>(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.</p> <p>(h) <i>Access.</i> The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.</p> <p>(i) <i>Withholding.</i> The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.</p> <p>(j) <i>Disputes.</i> Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.</p> <p>(k) <i>Anti-retaliation.</i> The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.</p> <p>(l) <i>Subcontractor compliance.</i> The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.</p> <p>(m) <i>Subcontracts.</i> The Contractor shall include the substance of this clause, including this paragraph (m) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. (End of clause)</p> <p><b>I.43 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) BI.142</b></p> <p>(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.</p> <p>(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government/NAFI:</p> <ol style="list-style-type: none"> <li>(1) When no longer needed for contract performance.</li> <li>(2) Upon completion of the Contractor employee's employment.</li> <li>(3) Upon contract completion or termination.</li> </ol> <p>(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.</p> <p>(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 75	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.</p> <p>(End of clause)</p> <p><b>I.44 ESTABLISHING PAID SICK LEAVE FOR FEDERAL CONTRACTORS (DEC 2016) BI.145</b></p> <p>(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.</p> <p>(b) Paid Sick Leave.</p> <p>(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.</p> <p>(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.</p> <p>(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.</p> <p>(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.</p> <p>(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government/NAFI may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.</p> <p>(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Labor Standards and the Wage Rate Requirements (Construction) statutes, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.</p> <p>(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.</p> <p>(g) Recordkeeping.</p> <p>(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:</p> <p>(i) Name, address, and Social Security number of each employee;</p> <p>(ii) The employee's occupation(s) or classification(s);</p> <p>(iii) The rate or rates of wages paid (including all pay and benefits provided);</p> <p>(iv) The number of daily and weekly hours worked;</p> <p>(v) Any deductions made;</p> <p>(vi) The total wages paid (including all pay and benefits provided) each pay period;</p> <p>(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 76	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;</p> <p>(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);</p> <p>(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);</p> <p>(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;</p> <p>(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;</p> <p>(xiii) The relevant covered contract;</p> <p>(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and</p> <p>(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).</p> <p>(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.</p> <p>(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.</p> <p>(3) In the event a contractor is not obligated by the Service Contract Labor Standards, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.</p> <p>(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.</p> <p>(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.</p> <p>(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.</p> <p>(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.</p> <p>(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Wage Rate Requirements (Construction) statute, the Service Contract Labor Standards statute, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.</p> <p>(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.</p> <p>(i) Certification of Eligibility.</p> <p>(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government/NAFI contracts by virtue of the</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 77	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>sanctions imposed pursuant to section 5 of the Service Contract Labor Standards, section 3(a) of the Wage Rate Requirements (Construction) statute, or 29 CFR 5.12(a)(1).</p> <p>(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management website, <a href="http://www.SAM.gov">http://www.SAM.gov</a>.</p> <p>(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.</p> <p>(j) Interference/Discrimination.</p> <p>(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.</p> <p>(2) A contractor may not discharge or in any other manner discriminate against any employee for:</p> <p>(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;</p> <p>(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;</p> <p>(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or</p> <p>(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.</p> <p>(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.</p> <p>(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.</p> <p><b>(End of clause)</b></p> <p><b>I.45 DISCLOSURE OF INFORMATION (JUL 2017) BI.146</b></p> <p>(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless-</p> <p>(1) The Contracting Officer has given prior written approval;</p> <p>(2) The information is otherwise in the public domain before the date of release; or</p> <p>(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at BI.148) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008.</p> <p>(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.</p> <p>(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.</p> <p>(End of clause)</p> <p><b>I.46 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (MAR 2020) BI.147</b></p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 78	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(a) <i>Definitions.</i> As used in this clause-</p> <p>"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.</p> <p>"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.</p> <p>"Covered defense information" means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <a href="http://www.archives.gov/cui/registry/category-list.html">http://www.archives.gov/cui/registry/category-list.html</a>) (which includes, but is not limited to, personally identifiable information (PII) as defined in this contract) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government/NAFI wide policies, and is-</p> <p>(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or</p> <p>(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.</p> <p>"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.</p> <p>"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.</p> <p>"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.</p> <p>"Technical information" means technical data or computer software, where technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.</p> <p>(b) <i>Restrictions.</i> The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to clause BI.148, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):</p> <p>(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the NAFI in support of the NAFI's activities related to clause BI-148, and shall not be used for any other purpose.</p> <p>(2) The Contractor shall protect the information against unauthorized release or disclosure.</p> <p>(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.</p> <p>(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the NAFI and Contractor, as required by paragraph (b)(3) of this clause.</p> <p>(5) A breach of these obligations or restrictions may subject the Contractor to-</p> <p>(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and</p> <p>(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.</p> <p>(c) <i>Subcontracts.</i> The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the NAFI's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.</p> <p>(End of clause)</p> <p><b>I.47 CLOUD COMPUTING SERVICES (MAR 2020) BI.149</b></p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 79	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(a) <i>Definitions.</i> As used in this clause-</p> <p>"Authorizing official," as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.</p> <p>"Cloud computing" means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.</p> <p>"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.</p> <p>"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.</p> <p>"NAFI data" means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the NAFI in the course of official NAFI business.</p> <p>"NAFI-related data" means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of NAFI data. This does not include contractor's business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the NAFI data.</p> <p>"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.</p> <p>"Media" means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.</p> <p>"Spillage" security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.</p> <p>(b) <i>Cloud computing security requirements.</i> The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.</p> <p>(1) If the Contractor indicated in its offer that it "does not anticipate the use of cloud computing services in the performance of a resultant contract," in response to provision BK.021 Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.</p> <p>(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at <a href="http://iase.disa.mil/cloud_security/Pages/index.aspx">http://iase.disa.mil/cloud_security/Pages/index.aspx</a>, unless notified by the Contracting Officer that this requirement has been waived by the DoD Chief Information Officer.</p> <p>(3) The Contractor shall maintain within the United States or outlying areas all NAFI data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location.</p> <p>(c) <i>Limitations on access to, and use and disclosure of NAFI data and NAFI-related data.</i></p> <p>(1) The Contractor shall not access, use, or disclose NAFI data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.</p> <p>(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, NAFI data shall only be for purposes specified in this contract or task order or delivery order.</p> <p>(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.</p> <p>(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.</p> <p>(2) The Contractor shall use NAFI-related data only to manage the operational environment that supports the NAFI data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 80	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(d) <i>Cloud computing services cyber incident reporting.</i> The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to the NAF Contracting Contracting Officer and concurrently to DoD via <a href="http://dibnet.dod.mil/">http://dibnet.dod.mil/</a>.</p> <p>(e) <i>Malicious software.</i> The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.</p> <p>(f) <i>Media preservation and protection.</i> When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this clause) and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.</p> <p>(g) <i>Access to additional information or equipment necessary for forensic analysis.</i> Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.</p> <p>(h) <i>Cyber incident damage assessment activities.</i> If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (f) of this clause.</p> <p>(i) <i>Records management and facility access.</i></p> <p>(1) The Contractor shall provide the Contracting Officer all NAFI data and NAFI-related data in the format specified in the contract.</p> <p>(2) The Contractor shall dispose of NAFI data and NAFI-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.</p> <p>(3) The Contractor shall provide the NAFI, or its authorized representatives, access to all NAFI data and NAFI-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with NAFI data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.</p> <p>(j) <i>Notification of third party access requests.</i> The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to NAFI data or NAFI-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect NAFI data and NAFI-related data from any unauthorized disclosure.</p> <p>(k) <i>Spillage.</i> Upon notification by the NAFI of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.</p> <p>(l) <i>Subcontracts.</i> The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.</p> <p>(End of clause)</p> <p><b>I.48 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUL 2019)</b> <b>BI.150</b></p> <p>(a) Definitions. As used in this clause--</p> <p>"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.</p> <p>"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government/NAFI under a contract to develop or deliver a product or service to the Government/NAFI, but not including information provided by the Government/NAFI to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.</p> <p>"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).</p> <p>"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).</p> <p>"Safeguarding" means measures or controls that are prescribed to protect information systems.</p> <p>(b) Safeguarding requirements and procedures.</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 81	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:</p> <ul style="list-style-type: none"> <li>(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).</li> <li>(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.</li> <li>(iii) Verify and control/limit connections to and use of external information systems.</li> <li>(iv) Control information posted or processed on publicly accessible information systems.</li> <li>(v) Identify information system users, processes acting on behalf of users, or devices.</li> <li>(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.</li> <li>(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.</li> <li>(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.</li> <li>(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.</li> <li>(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.</li> <li>(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.</li> <li>(xii) Identify, report, and correct information and information system flaws in a timely manner.</li> <li>(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.</li> <li>(xiv) Update malicious code protection mechanisms when new releases are available.</li> <li>(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.</li> </ul> <p>(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.</p> <p>(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.</p> <p>(End of clause)</p> <p><b>I.49 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) BI.151</b></p> <p>(a) Definitions. As used in this clause-</p> <p>"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).</p> <p>"Covered foreign country" means The People's Republic of China.</p> <p>"Covered telecommunications equipment or services" means-</p> <ul style="list-style-type: none"> <li>(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);</li> <li>(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications</li> </ul>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 82	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);</p> <p>(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or</p> <p>(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>"Critical technology" means-</p> <p>(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;</p> <p>(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-</p> <p>(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or</p> <p>(ii) For reasons relating to regional stability or surreptitious listening;</p> <p>(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);</p> <p>(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);</p> <p>(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or</p> <p>(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).</p> <p>"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.</p> <p>"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.</p> <p>"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.</p> <p>"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.</p> <p>(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Pub. L. 115-232 (d)(2).</p> <p>(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.</p> <p>(c) Exceptions. This clause does not prohibit contractors from providing-</p> <p>(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or</p> <p>(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 83	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(d) Reporting requirement.</p> <p>(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>.</p> <p>(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause</p> <p>(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.</p> <p>(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.</p> <p>(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.</p> <p>(End of clause)</p> <p><b>I.50 PRIVACY TRAINING (JAN 2020) BI.152</b></p> <p>(a) <i>Definition.</i> As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See <i>Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource</i>).</p> <p>(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who-</p> <p>(1) Have access to a system of records;</p> <p>(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or</p> <p>(3) Design, develop, maintain, or operate a system of records.</p> <p>(c)(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover-</p> <p>(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;</p> <p>(ii) The appropriate handling and safeguarding of personally identifiable information;</p> <p>(iii) The authorized and official use of a system of records or any other personally identifiable information;</p> <p>(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;</p> <p>(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and</p> <p>(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).</p> <p>(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.</p> <p>(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 84	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.</p> <p>(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-</p> <p>(1) Have access to a system of records;</p> <p>(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or</p> <p>(3) Design, develop, maintain, or operate a system of records.</p> <p>(End of clause)</p> <p><b>I.51 COMBATING TRAFFICKING IN PERSONS (MAR 2020) BI.153</b></p> <p>(a) Definitions. As used in this clause-</p> <p>"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.</p> <p>"Coercion" means-</p> <p>(1) Threats of serious harm to or physical restraint against any person;</p> <p>(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or</p> <p>(3) The abuse or threatened abuse of the legal process.</p> <p>"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.</p> <p>"Commercially available off-the-shelf (COTS) item" means-</p> <p>(1) Any item of supply (including construction material) that is-</p> <p>(i) A commercial item (as defined in paragraph (1) of the definition);</p> <p>(ii) Sold in substantial quantities in the commercial marketplace; and</p> <p>(iii) Offered to the Government/NAFI, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and</p> <p>(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.</p> <p>"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.</p> <p>"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.</p> <p>"Forced Labor" means knowingly providing or obtaining the labor or services of a person-</p> <p>(1) By threats of serious harm to, or physical restraint against, that person or another person;</p> <p>(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or</p> <p>(3) By means of the abuse or threatened abuse of law or the legal process.</p> <p>"Involuntary servitude" includes a condition of servitude induced by means of-</p> <p>(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or</p> <p>(2) The abuse or threatened abuse of the legal process.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 85	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>"Recruitment fees" means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.</p> <p>(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-</p> <ul style="list-style-type: none"> <li>(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;</li> <li>(ii) Advertising</li> <li>(iii) Obtaining permanent or temporary labor certification, including any associated fees;</li> <li>(iv) Processing applications and petitions;</li> <li>(v) Acquiring visas, including any associated fees;</li> <li>(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;</li> <li>(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;</li> <li>(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;</li> <li>(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;</li> <li>(x) Government/NAFI-mandated fees, such as border crossing fees, levies, or worker welfare funds;</li> <li>(xi) Transportation and subsistence costs- <ul style="list-style-type: none"> <li>(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and</li> <li>(B) From the airport or disembarkation point to the worksite;</li> </ul> </li> <li>(xii) Security deposits, bonds, and insurance; and</li> <li>(xiii) Equipment charges.</li> </ul> <p>(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-</p> <ul style="list-style-type: none"> <li>(i) Paid in property or money;</li> <li>(ii) Deducted from wages;</li> <li>(iii) Paid back in wage or benefit concessions;</li> <li>(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or</li> <li>(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to- <ul style="list-style-type: none"> <li>(A) Agents;</li> <li>(B) Labor brokers;</li> <li>(C) Recruiters;</li> <li>(D) Staffing firms (including private employment and placement firms);</li> <li>(E) Subsidiaries/affiliates of the employer;</li> <li>(F) Any agent or employee of such entities; and</li> <li>(G) Subcontractors at all tiers.</li> </ul> </li> </ul> <p>"Severe forms of trafficking in persons" means-</p> <ul style="list-style-type: none"> <li>(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or</li> </ul>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 86	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.</p> <p>"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.</p> <p>"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.</p> <p>"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.</p> <p>"United States" means the 50 States, the District of Columbia, and outlying areas.</p> <p>(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-</p> <p>(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;</p> <p>(2) Procure commercial sex acts during the period of performance of the contract;</p> <p>(3) Use forced labor in the performance of the contract;</p> <p>(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;</p> <p>(5)</p> <p>(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;</p> <p>(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;</p> <p>(6) Charge employees or potential employees recruitment fees;</p> <p>(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-</p> <p>(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government/NAFI contract or subcontract (for portions of contracts performed outside the United States); or</p> <p>(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government/NAFI contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-</p> <p>(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-</p> <p>(A) Legally permitted to remain in the country of employment and who chooses to do so; or</p> <p>(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;</p> <p>(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.</p> <p>(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or</p> <p>(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 87	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.</p> <p>(c) Contractor requirements. The Contractor shall-</p> <p>(1) Notify its employees and agents of-</p> <p>(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and</p> <p>(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and</p> <p>(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.</p> <p>(d) Notification.</p> <p>(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-</p> <p>(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and</p> <p>(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.</p> <p>(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.</p> <p>(e) Remedies. In addition to other remedies available to the NAFI, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-</p> <p>(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;</p> <p>(2) Requiring the Contractor to terminate a subcontract;</p> <p>(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;</p> <p>(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the NAFI determined Contractor non-compliance;</p> <p>(5) Declining to exercise available options under the contract;</p> <p>(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or</p> <p>(7) Suspension or debarment.</p> <p>(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:</p> <p>(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.</p> <p>(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.</p> <p>(g) Full cooperation.</p> <p>(1) The Contractor shall, at a minimum-</p> <p>(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;</p> <p>(ii) Provide timely and complete responses to Government/NAFI auditors' and investigators' requests for documents;</p> <p>(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 88	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government/NAFI authorities.</p> <p>(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law or the terms of the contract. It does not-</p> <p>(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;</p> <p>(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or</p> <p>(iii) Restrict the Contractor from-</p> <p>(A) Conducting an internal investigation; or</p> <p>(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.</p> <p>(h) Compliance plan.</p> <p>(1) This paragraph (h) applies to any portion of the contract that-</p> <p>(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and</p> <p>(ii) Has an estimated value that exceeds \$500,000.</p> <p>(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-</p> <p>(i) To the size and complexity of the contract; and</p> <p>(ii) To the nature and scope of the activities to be performed for the Government/NAFI, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.</p> <p>(3) Minimum requirements. The compliance plan must include, at a minimum, the following:</p> <p>(i) An awareness program to inform contractor employees about the Government/NAFI's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <a href="http://www.state.gov/j/tip/">http://www.state.gov/j/tip/</a>.</p> <p>(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at <a href="mailto:help@befree.org">help@befree.org</a>.</p> <p>(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.</p> <p>(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.</p> <p>(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.</p> <p>(4) Posting.</p> <p>(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.</p> <p>(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.</p> <p>(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-</p> <p>(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 89	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(ii) After having conducted due diligence, either-</p> <p>(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or</p> <p>(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.</p> <p>(i) Subcontracts.</p> <p>(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-</p> <p>(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and</p> <p>(B) Has an estimated value that exceeds \$500,000.</p> <p>(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.</p> <p>(End of clause)</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET		Reference document being continued NAFIB4-22-R-0007	Page 90	of 113
Name of CONTRACTOR		Project Title Long-Term Concessionaire		
<b>SECTION J</b> <b>LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>				
<b>ATTACHMENT NUMBER</b>	<b>DESCRIPTION</b>	<b>PAGE LENGTH</b>		
J-1	MWR Authorized Patrons	1		
J-2	List of NAFI-Furnished Property	1		
J-3	CONCESSIONAIRE's Quality Control Plan <i>(to be included with proposal)</i>	1		
J-4	CONCESSIONAIRE's Menu Schedule Menu Price List, item prices, etc. <i>(to be included with proposal)</i>	1		
J-5	CONCESSIONAIRE's Vendor Information Sheet	1		
J-6	CONCESSIONAIRE's W-9	4		
J-7	Tri-Service Food Code (TB MED 530)	1		
J-8	Department of Labor Wage Determination	11		
J-9	Veterinary Food Medicines and TB MED 530	1		
J-10	Schedule of Controlled Substances	1		
IMCOM - NAF Contracting				

**J-1**

**MWR Authorized Patrons**

## AR 215-1

### Chapter 7 Patronage

#### 7-1. Eligibility

- a.* MWR programs will be established primarily for Armed Forces military personnel.
- b.* Ready Reserve members have the same priority as AD military personnel. Gray area retirees (retired reservists under age 60) have the same priority as regular Army retirees for use of category C MWR programs only. Eligible Family members may participate in MWR programs whether or not accompanied by the sponsor. Family members and guests of first priority patrons assume the same priority.
- c.* If MWR facilities cannot accommodate all authorized patrons, the garrison commander will determine specific use priorities. Such priorities are based on priorities established in table 7-1.
- d.* Guests must be accompanied by authorized patrons and may participate in MWR programs, purchase items incidental to participation, and consume food and beverages while on the premises. Guests include those participants at functions arranged by an authorized patron. Otherwise, guests are not authorized resale purchases. Garrison commanders (or designees) will approve local rules governing the number of guests and the frequency of use at specific facilities.
- e.* DOD organizations stationed or tenanted on an Army installation will be afforded the same facility use privileges as those afforded personnel on the Army installation.
- f.* Military club membership and reciprocal patronage of military clubs are outlined in chapter 8.
- g.* Access to military exchanges and their programs (for example, package beverage stores) will be in accordance with AR 215-8.
- h.* Patron eligibility criteria and priority of use are contained in table 7-1. For CYSS, eligibility is found in AR 60810.

#### 7-2. Other users

*a.* Other individuals and local and State Governments may be given limited access under the following terms, in accordance with this and other applicable regulations:

(1) Persons hunting and fishing on Army property where authorized under terms of Cooperative Plan Agreements for Conservation and Development of Fish and Wildlife Resources and those using other outdoor recreation facilities and programs under terms of established cooperative agreements. See also paragraphs 8-25b(4), 8-25b(6), and 8-25j pertaining to public access to Government land and water resources and hunting and fishing, and Golden Age passports.

(2) Participants in or spectators at music and theater productions, sporting events, special events such as Volksmarches, and other MWR programs open to the local community to foster public relations, when their participation is an enhancement (see table 7-1, footnotes 1 and 3).

(3) Local and State Government use of categories A and B MWR programs with excess capacity under established memorandum of understanding (MOU) or partnership agreements. Such use must be mutually beneficial to both the garrison and the local community, in compliance with applicable law and regulations, and will not increase costs to the Army as a result of such use unless the agency/institution of the local or State Government subsidizes the additional costs.

*b.* Non-DOD groups will be authorized to use MWR facilities subject to the limitations set forth in DOD 5500.07-R, AR 210-22, AR 600-29, and this regulation. Routine MWR patronage (programs, facilities, or services) by members or potential members of non-DOD groups will be authorized only when the individuals qualify as authorized patrons.

*c.* Conflicts between this chapter and any agreement between the United States and foreign government will be resolved in favor of the agreement.

**Table 7–1**  
**Morale, welfare, and recreation patronage authorizations**

<b>Category</b>	<b>Unlimited</b>	<b>Category C</b>
Active duty (AD) military personnel and Families (includes U.S. Coast Guard)	X	
Members of the RC and Families (includes Ready Reserve (to include Scholarship/Contract ROTC Cadets) and National Guard, and their Family members)	X	
Delayed Entry/Delayed Training recruits	X	
Cadets of Armed Forces academies (USMA cadets have first priority at USMA)	X	
Commissioned Corps of the Public Health Service and Commissioned Corps of National Oceanic and Atmospheric Administration and their Family members	X	
Retired military personnel from active duty and Family members. Retired from the Reserves with pay and retired without pay (gray area)	X	
Retired from the Reserves with pay and retired without pay (gray area)	X	
Veterans with 100% service-connected disability, honorably discharged <sup>4</sup>	X	
Medal of Honor recipients <sup>4</sup>	X	
Un-remarried surviving spouses (and Families) of military personnel who died while on AD or in retired status <sup>4</sup>	X	
Un-remarried former spouses (and other Family members) who were married to the military member for at least 20 years while the military member was on AD	X	
Orphans of military members, when not adopted by new parents, under 21 years of age (or over if not capable of supporting themselves, or 23 years of age if they are in full-time study)	X	
U.S. DOD APF/NAF civilian employees (includes AAFES) and Coast Guard civilians and their Family members stationed outside the United States	X	
Local national or host country DOD civilian employees and Families at the discretion of the overseas commander, provided space is available and subject to host country agreements	X <sup>1</sup>	
U.S. Federal employees when assigned in areas outside the United States	X	
Medical personnel under contract to the Army during periods they are residing on the installation	X	
Military personnel of foreign nations and their Families when on orders from the U.S. Armed Forces, or in overseas areas when the overseas commander grants privileges in the best interest of the United States	X	
Paid members of the American Red Cross, United Service Organization, and other POs as authorized by DOD issuances, when assigned to U.S. Armed Forces outside the United States	X	
U.S. employees of firms under contract to DOD working on the installation, assigned outside the United States	X	
U.S. DOD APF/NAF civilian employees (includes AAFES) and Coast Guard civilians and retired DOD and Coast Guard civilians and their Family members	X <sup>1</sup>	
DOD contract personnel or technical representatives who work full time on the installation	X <sup>1</sup>	
ROTC cadets (other than those above) when participating in field training	X <sup>1</sup>	
Former POWs and spouses of current prisoners of war or service members missing in action and their Family members <sup>4</sup>	X <sup>1</sup>	
Non-DOD Federal employees working on the installation	X <sup>1</sup>	
Foster children of military personnel, exchange students residing with Families of military per-	X <sup>2</sup>	

**Table 7-1  
Morale, welfare, and recreation patronage authorizations—Continued**

Category	Unlimited	Category C
sonnel who are their sponsors, and “au pairs” residing with Families of military personnel		
Individuals who have distinguished themselves in direct association with or in support of the Army (may include foreign nationals overseas) <sup>4</sup>	X <sup>1</sup>	
Leaders within the 50 U.S. and the D.C. in the local community designated by the garrison commander and recertified annually. Applicable to OCONUS programs if Status of Forces Agreement or other international agreements or local laws do not prohibit, and the commander determines it is in the best interest of the command	X <sup>1</sup>	
Members of the general public at MWR infrequent events, at garrison commander's discretion	X <sup>1,3</sup>	
Members of the general public within the 50 U.S. and the D.C. on a continuing basis subject to criteria below. Does not apply to MWR bingo programs. Approval required by the Secretary of the Army or as delegated at HQDA level. Documentation is submitted to FMWRC (IMWR-PO-P), 4700 King Street, Alexandria, VA 22302-4419. (Documentation will include detailed justification of how criteria below are met.)		X <sup>1,3</sup>

Notes:

<sup>1</sup> Based on local demand and capacity and at garrison commander discretion; purchase of food, beverages, and tobacco for on-premises consumption only; purchase of merchandise incidental to MWR participation. (APF and NAF personnel employed by MWR programs and their Family members may purchase resale merchandise and services, without restrictions, from MWR program resale operations (not exchanges)).

<sup>2</sup> Does not include child care facilities or military exchanges.

<sup>3</sup> Subject to the following criteria: Adequacy of facilities and underutilized; written agreements from local Government officials, other appropriate community leaders indicating they have no objections to expanded use of military MWR programs, and there is no opposition from the local business or local Government community; beneficial to military members/civilians in the community; and no conflict exists as determined by the local SJA with Federal, State, or local laws, or as applicable, international agreements.

<sup>4</sup> Club membership dues may or may not be charged, at garrison commander's discretion.

**J-2**

**List of NAFI Furnished Property**

ASSET#	QTY	LOCATION	NOMEN	DESC	DATE
64F0054	1	Community Ctr.	DISHWASHER	HOBART AM14 SN-231057322	07/15/02
64F3351	1	Community Ctr.	FREEZER REACH-IN	TRUE T49 SN-8158003	07/21/14
64F0064	1	Community Ctr.	FREEZER/FRIDGE	TRUE T-23DT SN-3561621	09/23/03
64F0010	1	Community Ctr.	FRYER DEEP FAT	FRYMASTER SFM245393 SN-9906GI0070	07/12/99
64F3372	1	Community Ctr.	FRYER DEEP FAT	VULCAN 515-160 NAT SN-DV1061931	04/28/15
64F3372	1	Community Ctr.	FRYER DEEP FAT	VULCAN 515-160 NAT SN-DV1061970	04/28/15
64F3352	1	Community Ctr.	ICE MACHINE	MANITOWOC ID-0906A	07/21/14
64F3060	1	Community Ctr.	OVEN COMBI	RATIONAL MODEL SCC202G	12/02/08
64F9998	1	Community Ctr.	OVEN PIZZA	LINCOLN IMPINGER SN-2027811	06/02/98
64F0067	1	Community Ctr.	REFRIGERATOR	TRUE T-23-2 SN-13476998 HALF DOOR	06/06/04
64F3081	2	Community Ctr.	SANDWICH UNITS	CONTINENTAL CPA60 REFRIGERATED	06/25/09
64F0011	1	Community Ctr.	STEAMER	GROEN SN-20455M5	07/16/99
64F0060	1	Community Ctr.	STOVE GAS	VULCAN GH6 6-BURNER	02/23/03
64E3327	1	Community Ctr.	TV	SONY KDL55W8008B SN-5000836	06/24/14
64F3082	2	Community Ctr.	MERCHANDISER	HARMONY HMG5153R S/S CLEAR GLASS DR	06/25/09
ASSET#	QTY	LOCATION	NOMEN	DESC	DATE
10F3497	1	Community Ctr.	RANGE/GRIDDLE->64	BLODGETT BR60GT23636 SN-48311VJ	05/23/17
	27	Community Ctr.	Table	Square 3x3 Table	
	6	Community Ctr.	Table	Rectangle 7x2 Table (Tall)	
	111	Community Ctr.	Chair	Standard Chair	
	32	Community Ctr.	Chair	Chair (Tall)	



**J-3**

**Concessionaire's Quality Control Plan**  
***(to be included with proposal)***

**J-4**

**Concessionaire's Menu Schedule  
Menu Price List, Item Pricing, etc.  
*(to be included with proposal)***

**J-5**

**Concessionaire's Vendor Information  
Sheet**

## VENDOR INFORMATION SHEET

**THE FOLLOWING INFORMATION IS REQUIRED:**

**\*\*Note: Vendor name and address should reflect the exact name and address used on IRS tax documentation and as a registered entity in SAM.gov.\*\***

**VENDOR NAME:** \_\_\_\_\_  
(please print)

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REMIT TO ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

**VENDOR POINT OF CONTACT NAME:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**PHONE NO:** \_\_\_\_\_

**UNIQUE ENTITY ID:** \_\_\_\_\_

\*As of 04 April 2022, the SAM-generated UEI (SAM) will become the new authoritative unique entity identifiers.

**NOTE:** If your business does not have a Unique Entity ID (UEI), please click on this link: <https://arts.ms.gov/wp-content/uploads/2022/01/Quick-Start-Guide-for-Getting-a-Unique-Entity-ID.pdf>, for further instructions or see the attached guide.

**PAYMENT METHOD:**

**VISA /GPC (Government Purchase Card):** Yes \_\_\_\_\_ No \_\_\_\_\_

**EFT (Electronic Funds Transfer):** Yes \_\_\_\_\_ No \_\_\_\_\_

**Check (sent via mail):** Yes \_\_\_\_\_ No \_\_\_\_\_

**PAYMENT TERMS:** NET 30 or NET \_\_\_\_\_ with \_\_\_\_\_ % discount

**GSA Contract #** \_\_\_\_\_ **AFNAF Contract #** \_\_\_\_\_  
(If applicable) (If applicable)

\_\_\_\_\_  
Vendor Name / Title Signature Date

## **Quick Start Guide for Getting a Unique Entity ID (SAM)**

You can get a Unique Entity ID (SAM) for your organization without having to complete a full entity registration. If you only conduct certain types of transactions, such as reporting as a sub-awardee, you may not need to complete an entity registration. Your entity may only need a Unique Entity ID (SAM).

If you want to only get a Unique Entity ID (SAM) and do not want to complete a full entity registration in SAM.gov, choose one of the following links that best describes your entity:

[Your entity has a DUNS Number and is registered in SAM.gov](#)

[Your entity has a DUNS Number and is not registered in SAM.gov](#)

[Your entity does not have a DUNS Number and today's date is before April 4, 2022](#)

[Your entity does not have a DUNS Number and today's date is after April 4, 2022](#)

### **Your entity has a DUNS Number and is registered in SAM.gov**

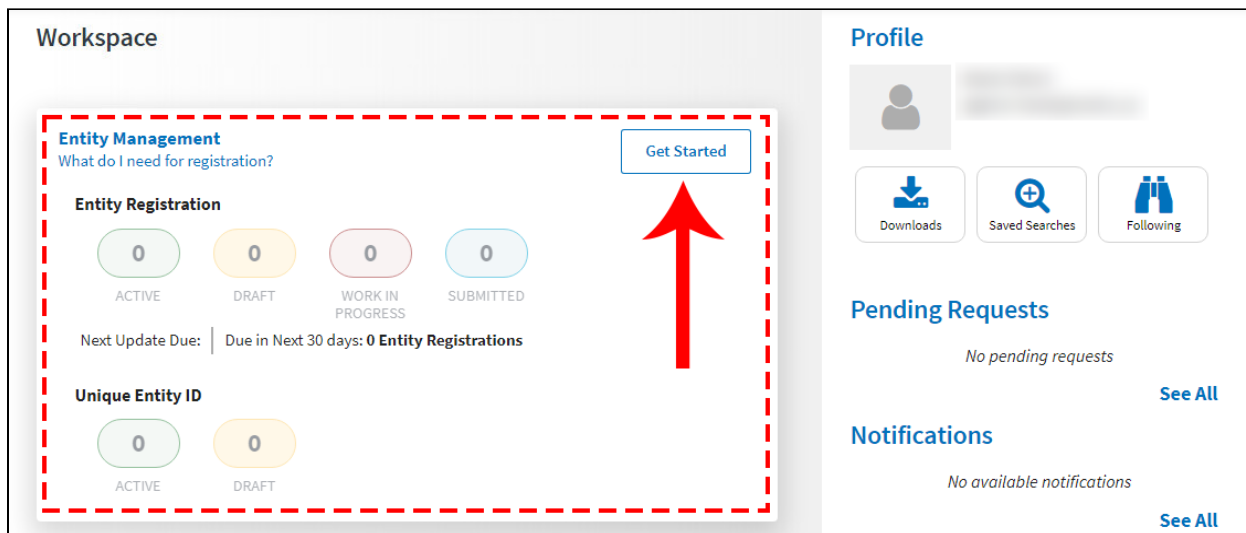
If you have an active or inactive registration in SAM.gov today, you've already been assigned a Unique Entity ID (SAM). It's viewable on your entity registration record in SAM.gov. [Learn how to view your Unique Entity ID \(SAM\) here.](#)

### **Your entity has a DUNS Number and is not registered in SAM.gov**

If you currently have a DUNS Number, only need to get a Unique Entity ID (SAM), and do not want to complete a full entity registration in SAM.gov, follow these steps to get a Unique Entity ID (SAM):

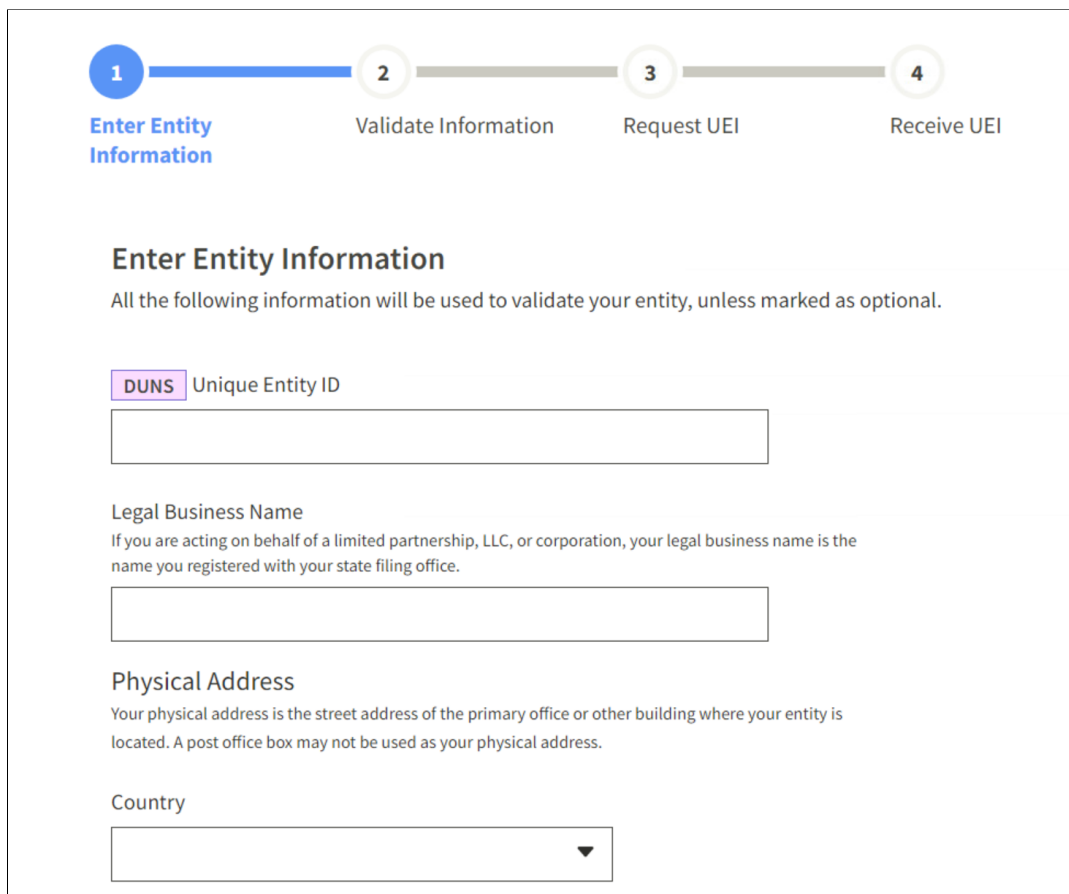
1. Go to SAM.gov and select "Sign In" from the upper right corner of the page. If you do not have a SAM.gov account, you will need to create one. SAM.gov uses Login.gov for authentication. More help with using Login.gov [can be accessed here.](#) Once you create your user credentials, you will return to SAM.gov to complete your profile.

2. After you sign in, the system will navigate you to your Workspace. On the “Entity Management” widget, select the “Get Started” button.



The screenshot shows the SAM.GOV Workspace interface. The main content area is titled "Workspace" and contains an "Entity Management" widget. This widget is highlighted with a red dashed border and a red arrow pointing to a "Get Started" button. The widget displays statistics for Entity Registrations (Active: 0, Draft: 0, Work in Progress: 0, Submitted: 0) and Unique Entity IDs (Active: 0, Draft: 0). The right sidebar shows the user's Profile, Pending Requests, and Notifications.

3. On the next page, enter information about your entity. All fields are required, unless marked as optional.



The screenshot shows the "Enter Entity Information" form, which is the first step in a four-step process. The steps are: 1. Enter Entity Information, 2. Validate Information, 3. Request UEI, and 4. Receive UEI. The form includes the following fields:

- DUNS Unique Entity ID:** A text input field.
- Legal Business Name:** A text input field with a note: "If you are acting on behalf of a limited partnership, LLC, or corporation, your legal business name is the name you registered with your state filing office."
- Physical Address:** A text input field with a note: "Your physical address is the street address of the primary office or other building where your entity is located. A post office box may not be used as your physical address."
- Country:** A dropdown menu.

4. On the next page, validate that the information provided is correct. If the information provided does not match your Dun & Bradstreet record exactly, you will be able to proceed. For assistance updating your Dun & Bradstreet record, please contact Dun & Bradstreet.

Deselect the checkbox near the bottom of the page if you want to restrict the public viewing of your entity information in SAM.gov. If you deselect the checkbox, only you and federal government users will be able to view your Unique Entity ID (SAM) record. Other entities and users of SAM.gov will not be able to view your Unique Entity ID (SAM) record. Then, select “Next.”

### Validate Information

The information you provided matches the following entity:

YOU ENTERED:

Technology First Associates, LLC

**DUNS** Unique Entity ID

XXXXXXXXXX

Physical Address

1000 Pennsylvania Avenue, NW

Washington, DC 20540-5001 United States

WE FOUND THE FOLLOWING MATCH:

Technology First Associates, LLC

**DUNS** Unique Entity ID

XXXXXXXXXX

Physical Address

1000 Pennsylvania Avenue, NW

Washington, DC 20540-5001 United States

- Allow the selected record to be a public display record.

If you feel displaying non-sensitive information like your registration status, legal business name, and physical address in the search engine results poses a security threat or danger to you or your organization, you can restrict the public viewing of your record in SAM.gov. However, your non-sensitive registration information remains available under the Freedom of Information Act to those who download the [SAM.gov public data file](#). Learn more about [SAM.gov public search results](#).



Previous



Cancel



Next

- On the next page, your entity is validated. You will be asked to certify that you are authorized to conduct transactions on behalf of your entity. Select the checkbox to certify, then select the “Request Unique Entity ID” button.

## Request Unique Entity ID

You have completed validation. Select **Request Unique Entity ID** to be assigned a Unique Entity ID.

VERIFIED MATCH:

Technology Floral Associates, LLC • Public

**DUNS** Unique Entity ID

Physical Address

UNITED STATES

Before requesting your Unique Entity ID, please certify under penalty of law that you are authorized to conduct transactions for this entity to reduce the likelihood of unauthorized transactions. Then select **Request Unique Entity ID**.

I certify that I am authorized to conduct transactions on behalf of the entity.

**Request Unique Entity ID**

- On the last page, your Unique Entity ID (SAM) will be displayed and you can begin to use it for your entity.

## Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID.

**B 3**

VERIFIED MATCH:

Technology Floral Associates, LLC • Public

**DUNS** Unique Entity ID

Physical Address

UNITED STATES



## Your entity does not have a DUNS Number and today's date is before April 4, 2022

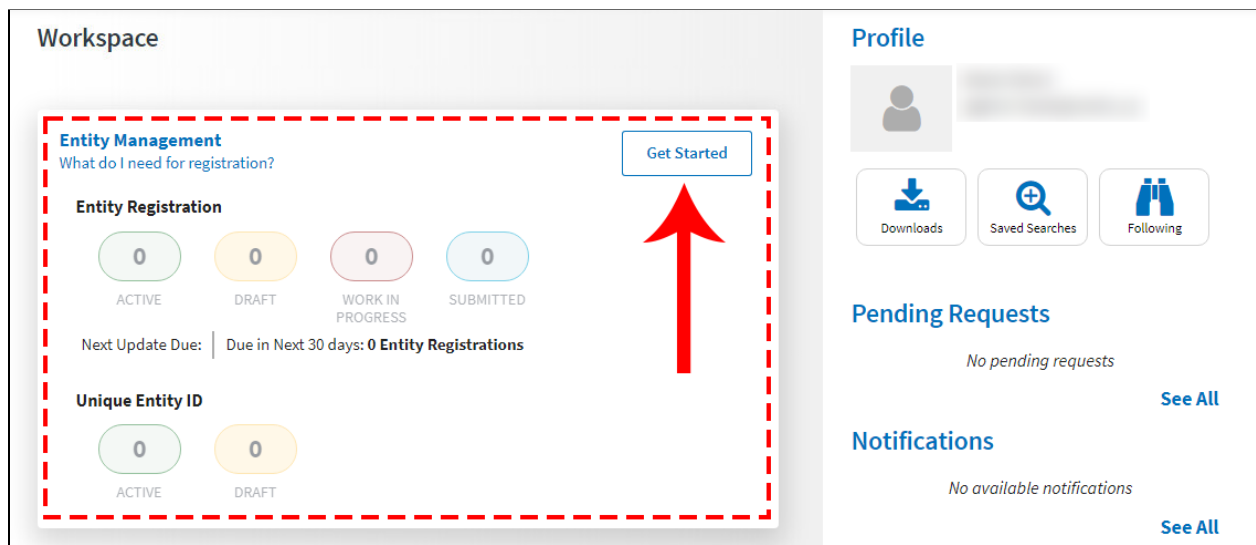
Before April 4, 2022, the DUNS Number issued by Dun & Bradstreet is the authoritative entity identifier used by the federal government. You need to get a DUNS Number first before you can request a Unique Entity ID (SAM).

Go to [fedgov.dnb.com/webform](https://fedgov.dnb.com/webform) to request a free DUNS Number. It can take 1-2 business days before your DUNS Number is issued. When you are assigned your DUNS Number, return to SAM.gov and follow the steps outlined under the "[Your entity has a DUNS Number and is not registered in SAM.gov](#)" section of this guide.

## Your entity does not have a DUNS Number and today's date is after April 4, 2022

After April 4, 2022, the federal government will have no requirement for the DUNS Number. You can get a Unique Entity ID (SAM) for your entity on SAM.gov. The Unique Entity ID (SAM) is provided to entities who request to only get a Unique Entity ID (SAM) and to entities who complete an entity registration.

Sign in to your SAM.gov account and the system will navigate you to your Workspace. On the "Entity Management" widget, select the "Get Started" button to begin requesting your Unique Entity ID (SAM).



The screenshot displays the SAM.gov Workspace interface. On the left, the 'Entity Management' widget is highlighted with a red dashed border and a red arrow pointing to the 'Get Started' button. This widget contains two sections: 'Entity Registration' and 'Unique Entity ID'. Each section has four status indicators (Active, Draft, Work in Progress, Submitted) with a '0' in a circle above each. Below the indicators, it states 'Next Update Due: Due in Next 30 days: 0 Entity Registrations'. The right sidebar shows the 'Profile' section with a user icon, 'Downloads', 'Saved Searches', and 'Following' buttons. Below that are 'Pending Requests' (No pending requests) and 'Notifications' (No available notifications), both with 'See All' links.

**J-6**

**Concessionaire's W-9**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**J-7**

**Tri-Service Food Code (TB MED 530)  
is available at:**

**[http://www.med.navy.mil/directives/  
Pub/5010-1.pdf](http://www.med.navy.mil/directives/Pub/5010-1.pdf)**

**J-8**

**Department of Labor  
Wage Determination**



"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  Wage Determination No.: 2015-4281 Revision No.: 22 Date Of Last Revision: 03/15/2022
Daniel W. Simms Director	Division of Wage Determinations

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or   after January 30 2022 or the   contract is renewed or extended (e.g.   an option is exercised) on or after   January 30 2022:   	With certain exceptions Executive Order   14026 applies to the contract.   The contractor must pay all covered workers   at least \$15.00 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 2022.
If the contract was awarded on or   between January 1 2015 and January 29   2022 and the contract is not renewed   or extended on or after January 30   2022:   	With certain exceptions Executive Order   13658 applies to the contract.   The contractor must pay all covered workers   at least \$11.25 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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		19.39
01012 - Accounting Clerk II		21.79
01013 - Accounting Clerk III		24.36
01020 - Administrative Assistant		35.58
01035 - Court Reporter		26.42
01041 - Customer Service Representative I		15.75
01042 - Customer Service Representative II		17.18
01043 - Customer Service Representative III		19.30
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher Motor Vehicle		22.02
01070 - Document Preparation Clerk		18.04
01090 - Duplicating Machine Operator		18.04

01111 - General Clerk I	15.92
01112 - General Clerk II	17.38
01113 - General Clerk III	19.52
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	19.79
01191 - Order Clerk I	15.29
01192 - Order Clerk II	16.68
01261 - Personnel Assistant (Employment) I	19.76
01262 - Personnel Assistant (Employment) II	22.10
01263 - Personnel Assistant (Employment) III	24.63
01270 - Production Control Clerk	26.81
01290 - Rental Clerk	18.17
01300 - Scheduler Maintenance	18.61
01311 - Secretary I	18.61
01312 - Secretary II	20.81
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	19.69
01410 - Supply Technician	35.58
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	16.94
01531 - Travel Clerk I	17.63
01532 - Travel Clerk II	19.21
01533 - Travel Clerk III	20.67
01611 - Word Processor I	18.62
01612 - Word Processor II	20.92
01613 - Word Processor III	23.39
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	28.60
05010 - Automotive Electrician	25.03
05040 - Automotive Glass Installer	23.58
05070 - Automotive Worker	23.58
05110 - Mobile Equipment Servicer	20.28
05130 - Motor Equipment Metal Mechanic	26.36
05160 - Motor Equipment Metal Worker	23.58
05190 - Motor Vehicle Mechanic	26.36
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	22.01
05280 - Motor Vehicle Wrecker	23.58
05310 - Painter Automotive	25.03
05340 - Radiator Repair Specialist	23.58
05370 - Tire Repairer	14.44***
05400 - Transmission Repair Specialist	26.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.74
07041 - Cook I	16.93
07042 - Cook II	19.68
07070 - Dishwasher	13.37***
07130 - Food Service Worker	13.51***
07210 - Meat Cutter	20.41
07260 - Waiter/Waitress	12.84***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.85
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	13.02***
11060 - Elevator Operator	15.40
11090 - Gardener	21.24
11122 - Housekeeping Aide	15.40
11150 - Janitor	15.40
11210 - Laborer Grounds Maintenance	15.85
11240 - Maid or Houseman	14.58***

11260 - Pruner	14.86***
11270 - Tractor Operator	19.43
11330 - Trail Maintenance Worker	15.85
11360 - Window Cleaner	16.42
12000 - Health Occupations	
12010 - Ambulance Driver	23.71
12011 - Breath Alcohol Technician	23.71
12012 - Certified Occupational Therapist Assistant	33.40
12015 - Certified Physical Therapist Assistant	27.29
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	50.57
12030 - EKG Technician	34.67
12035 - Electroneurodiagnostic Technologist	34.67
12040 - Emergency Medical Technician	23.71
12071 - Licensed Practical Nurse I	20.72
12072 - Licensed Practical Nurse II	23.16
12073 - Licensed Practical Nurse III	25.82
12100 - Medical Assistant	18.95
12130 - Medical Laboratory Technician	27.80
12160 - Medical Record Clerk	20.86
12190 - Medical Record Technician	24.60
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	42.47
12221 - Nursing Assistant I	12.61***
12222 - Nursing Assistant II	14.17***
12223 - Nursing Assistant III	15.46
12224 - Nursing Assistant IV	17.37
12235 - Optical Dispenser	25.02
12236 - Optical Technician	21.03
12250 - Pharmacy Technician	18.40
12280 - Phlebotomist	19.43
12305 - Radiologic Technologist	36.21
12311 - Registered Nurse I	30.40
12312 - Registered Nurse II	36.78
12313 - Registered Nurse II Specialist	36.78
12314 - Registered Nurse III	44.14
12315 - Registered Nurse III Anesthetist	44.14
12316 - Registered Nurse IV	52.91
12317 - Scheduler (Drug and Alcohol Testing)	29.37
12320 - Substance Abuse Treatment Counselor	27.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	22.26
13042 - Illustrator II	27.57
13043 - Illustrator III	33.73
13047 - Librarian	42.46
13050 - Library Aide/Clerk	17.04
13054 - Library Information Technology Systems Administrator	38.33
13058 - Library Technician	23.10
13061 - Media Specialist I	27.67
13062 - Media Specialist II	30.94
13063 - Media Specialist III	34.50
13071 - Photographer I	18.45
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.84
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	28.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.81
14042 - Computer Operator II	23.30

14043 - Computer Operator III	25.96
14044 - Computer Operator IV	28.84
14045 - Computer Operator V	31.96
14071 - Computer Programmer I	(see 1) 26.76
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	20.81
14160 - Personal Computer Support Technician	28.84
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	43.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	35.88
15085 - Maintenance Test Pilot Fixed Jet/Prop	51.76
15086 - Maintenance Test Pilot Rotary Wing	51.76
15088 - Non-Maintenance Test/Co-Pilot	51.76
15090 - Technical Instructor	31.61
15095 - Technical Instructor/Course Developer	38.67
15110 - Test Proctor	25.52
15120 - Tutor	25.52
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	16.58
16030 - Counter Attendant	16.58
16040 - Dry Cleaner	18.94
16070 - Finisher Flatwork Machine	16.58
16090 - Presser Hand	16.58
16110 - Presser Machine Drycleaning	16.58
16130 - Presser Machine Shirts	16.58
16160 - Presser Machine Wearing Apparel Laundry	16.58
16190 - Sewing Machine Operator	19.73
16220 - Tailor	20.52
16250 - Washer Machine	17.37
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	28.82
19040 - Tool And Die Maker	35.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.95
21030 - Material Coordinator	26.81
21040 - Material Expediter	26.81
21050 - Material Handling Laborer	14.53***
21071 - Order Filler	16.60
21080 - Production Line Worker (Food Processing)	20.95
21110 - Shipping Packer	18.17
21130 - Shipping/Receiving Clerk	18.17
21140 - Store Worker I	15.79
21150 - Stock Clerk	19.69
21210 - Tools And Parts Attendant	20.95
21410 - Warehouse Specialist	20.95
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	40.71
23019 - Aircraft Logs and Records Technician	32.27
23021 - Aircraft Mechanic I	38.65
23022 - Aircraft Mechanic II	40.71
23023 - Aircraft Mechanic III	42.69
23040 - Aircraft Mechanic Helper	27.20
23050 - Aircraft Painter	36.70
23060 - Aircraft Servicer	32.27

23070 - Aircraft Survival Flight Equipment Technician	36.70
23080 - Aircraft Worker	34.57
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	34.57
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	38.65
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	16.73
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	24.81
23140 - Carpet Layer	20.49
23160 - Electrician Maintenance	29.95
23181 - Electronics Technician Maintenance I	30.70
23182 - Electronics Technician Maintenance II	32.60
23183 - Electronics Technician Maintenance III	34.33
23260 - Fabric Worker	25.34
23290 - Fire Alarm System Mechanic	29.84
23310 - Fire Extinguisher Repairer	23.35
23311 - Fuel Distribution System Mechanic	36.27
23312 - Fuel Distribution System Operator	27.91
23370 - General Maintenance Worker	23.48
23380 - Ground Support Equipment Mechanic	38.65
23381 - Ground Support Equipment Servicer	32.27
23382 - Ground Support Equipment Worker	34.57
23391 - Gunsmith I	23.35
23392 - Gunsmith II	27.15
23393 - Gunsmith III	30.35
23410 - Heating Ventilation And Air-Conditioning Mechanic	30.17
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	31.78
23430 - Heavy Equipment Mechanic	28.46
23440 - Heavy Equipment Operator	24.69
23460 - Instrument Mechanic	33.14
23465 - Laboratory/Shelter Mechanic	28.82
23470 - Laborer	14.98***
23510 - Locksmith	32.72
23530 - Machinery Maintenance Mechanic	30.29
23550 - Machinist Maintenance	27.42
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	33.14
23592 - Metrology Technician II	34.91
23593 - Metrology Technician III	36.61
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter Maintenance	21.75
23790 - Pipefitter Maintenance	28.84
23810 - Plumber Maintenance	27.39
23820 - Pneudraulic Systems Mechanic	30.35
23850 - Rigger	28.23
23870 - Scale Mechanic	27.15
23890 - Sheet-Metal Worker Maintenance	29.04
23910 - Small Engine Mechanic	22.69
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	35.40
23960 - Welder Combination Maintenance	25.07
23965 - Well Driller	25.57
23970 - Woodcraft Worker	30.35
23980 - Woodworker	23.35
24000 - Personal Needs Occupations	
24550 - Case Manager	20.05
24570 - Child Care Attendant	15.17
24580 - Child Care Center Clerk	18.91
24610 - Chore Aide	14.29***

24620 - Family Readiness And Support Services Coordinator	20.05
24630 - Homemaker	20.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	35.53
25040 - Sewage Plant Operator	28.29
25070 - Stationary Engineer	35.53
25190 - Ventilation Equipment Tender	25.01
25210 - Water Treatment Plant Operator	28.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.83
27007 - Baggage Inspector	18.06
27008 - Corrections Officer	29.35
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	29.35
27070 - Firefighter	31.96
27101 - Guard I	18.06
27102 - Guard II	20.57
27131 - Police Officer I	32.66
27132 - Police Officer II	36.30
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.37
28042 - Carnival Equipment Repairer	16.80
28043 - Carnival Worker	11.76***
28210 - Gate Attendant/Gate Tender	17.09
28310 - Lifeguard	11.59***
28350 - Park Attendant (Aide)	19.11
28510 - Recreation Aide/Health Facility Attendant	13.94***
28515 - Recreation Specialist	23.67
28630 - Sports Official	15.21
28690 - Swimming Pool Operator	19.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	34.82
29020 - Hatch Tender	34.82
29030 - Line Handler	34.82
29041 - Stevedore I	32.51
29042 - Stevedore II	36.97
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	45.33
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.26
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.43
30021 - Archeological Technician I	20.86
30022 - Archeological Technician II	23.34
30023 - Archeological Technician III	28.90
30030 - Cartographic Technician	28.90
30040 - Civil Engineering Technician	32.88
30051 - Cryogenic Technician I	32.01
30052 - Cryogenic Technician II	35.36
30061 - Drafter/CAD Operator I	20.86
30062 - Drafter/CAD Operator II	23.34
30063 - Drafter/CAD Operator III	26.01
30064 - Drafter/CAD Operator IV	32.01
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	28.90
30095 - Evidence Control Specialist	28.90
30210 - Laboratory Technician	27.47
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	31.83

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	35.36
30390 - Photo-Optics Technician	28.90
30395 - Radiation Control Technician	35.36
30461 - Technical Writer I	28.83
30462 - Technical Writer II	35.27
30463 - Technical Writer III	42.68
30491 - Unexploded Ordnance (UXO) Technician I	28.81
30492 - Unexploded Ordnance (UXO) Technician II	34.86
30493 - Unexploded Ordnance (UXO) Technician III	41.78
30494 - Unexploded (UXO) Safety Escort	28.81
30495 - Unexploded (UXO) Sweep Personnel	28.81
30501 - Weather Forecaster I	32.01
30502 - Weather Forecaster II	38.93
30620 - Weather Observer Combined Upper Air Or (see 2)	26.01
Surface Programs	
30621 - Weather Observer Senior (see 2)	28.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.86
31020 - Bus Aide	14.84***
31030 - Bus Driver	21.58
31043 - Driver Courier	18.86
31260 - Parking and Lot Attendant	14.50***
31290 - Shuttle Bus Driver	19.93
31310 - Taxi Driver	17.71
31361 - Truckdriver Light	20.62
31362 - Truckdriver Medium	22.39
31363 - Truckdriver Heavy	23.78
31364 - Truckdriver Tractor-Trailer	23.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.00
99030 - Cashier	12.54***
99050 - Desk Clerk	14.61***
99095 - Embalmer	34.10
99130 - Flight Follower	28.81
99251 - Laboratory Animal Caretaker I	14.86***
99252 - Laboratory Animal Caretaker II	16.25
99260 - Marketing Analyst	35.57
99310 - Mortician	34.10
99410 - Pest Controller	21.89
99510 - Photofinishing Worker	17.97
99710 - Recycling Laborer	22.98
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	20.81
99810 - Sales Clerk	13.71***
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered

into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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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: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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))."

## J-9

- Army Regulation A4 40-657 Veterinary/Medical Food Safety, Quality Assurance, and Laboratory  
[https://www.apd.army.mil/epubs/DR\\_pubs/DR\\_a/pdf/web/r40\\_657.pdf](https://www.apd.army.mil/epubs/DR_pubs/DR_a/pdf/web/r40_657.pdf)
- AR 40-5 Preventive Medicine  
<http://evans.amedd.army.mil/PM2/AR%2040-5,%20Preventive%20Medicine,%2025%20May%202007.pdf>
- Technical Bulletin (TB) Med 530  
[http://www.quartermaster.army.mil/jccoe/TB\\_MED\\_530\\_SEP\\_2014.pdf](http://www.quartermaster.army.mil/jccoe/TB_MED_530_SEP_2014.pdf)

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 91	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR QUOTERS**

**K-1. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (NOV 2004) (BK-001)**

- a. The Offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to-
    - Those prices;
    - The intention to submit an offer; or
    - The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid RFP) or contract award (in the case of a negotiated RFP) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or PROPOSAL, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
  - (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

Full Name

Title


*(insert full name of person(s) in the QUOTER's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the QUOTER's organization)*

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 92	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>c. As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and</p> <p>d. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.</p> <p>e. If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.</p> <p><i>(End of provision)</i></p> <p><b>K-2.TAXPAYER IDENTIFICATION (NOV 2004) (BK-002)</b></p> <p>a. Definitions.</p> <p>"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.</p> <p>b. All Offeror's must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS.</p> <p>c. The TIN may be used by the NAFI to collect and report on any delinquent amounts arising out of the Offeror's relationship with the NAFI (31 U.S.C. 7701(c)(3)).</p> <p>d. Taxpayer Identification Number (TIN).</p> <ul style="list-style-type: none"> <li>• TIN: [            ]</li> <li>• TIN has been applied for.</li> <li>• TIN is not required because:</li> <li>• Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;</li> <li>• Offeror is an agency or instrumentality of a foreign NAFI;</li> <li>• Offeror is an agency or instrumentality of the Federal NAFI.</li> </ul> <p>e. Type of organization.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 93	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<ul style="list-style-type: none"> <li>• Sole proprietorship;</li> <li>• Partnership;</li> <li>• Corporate entity (not tax-exempt);</li> <li>• Corporate entity (tax-exempt);</li> <li>• NAFI entity (Federal, State, or local);</li> <li>• Foreign NAFI;</li> <li>• International organization;</li> <li>• Other [ ]</li> </ul> <p>f. Common parent.</p> <ul style="list-style-type: none"> <li>• Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.</li> <li>• Name and TIN of common parent: <ul style="list-style-type: none"> <li>a. Name _____</li> <li>b. TIN _____</li> </ul> </li> </ul>			
<i>(End of provision)</i>			
<p><b>K-3.CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (NOV 2004) (BK-004)</b></p>			
<p>a. The Offeror certifies, to the best of its knowledge and belief, that-</p> <p>(1) The Offeror and/or any of its Principals-</p> <ul style="list-style-type: none"> <li>• Are _____ * are not _____ * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;</li> <li>• Have _____ * have not _____ *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and</li> <li>• Are * _____ are not _____ * presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.</li> </ul> <p>(2) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.</p>			
<p>IMCOM - NAF Contracting</p>			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 94	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(3) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.</p> <p>b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p> <p>c. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.</p> <p>d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.</p> <p>e. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the NAFI, the Contracting Officer may terminate the contract resulting from this RFP for default.</p> <p><i>(End of provision)</i></p> <p><b>K-4.MINIMUM BID ACCEPTANCE PERIOD (NOV 2004) (BK-006)</b></p> <p>a. "Acceptance period," as used in this provision, means the number of calendar days available to the NAFI for awarding a contract from the date specified in this RFP for receipt of bids.</p> <p>b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this RFP.</p> <p>c. The NAFI requires a minimum acceptance period of 60 calendar days.</p> <p>d. In the space provided immediately below, bidders may specify a longer acceptance period than the NAFI's minimum requirement.</p> <p>The bidder allows the following acceptance period: _____ calendar days.</p> <p>e. A bid allowing less than the NAFI's minimum acceptance period will be rejected.</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 95	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p data-bbox="285 302 1432 365">f. The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within-</p> <p data-bbox="334 407 1218 470">(1) The acceptance period stated in paragraph (c) of this provision; or (2) Any longer acceptance period stated in paragraph (d) of this provision.</p> <p data-bbox="191 512 396 541"><i>(End of provision)</i></p> <p data-bbox="191 579 1120 609"><b>K-5.PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (NOV 2004) (BK-008)</b></p> <p data-bbox="285 651 620 680">The Offeror represents that-</p> <p data-bbox="285 718 1432 781">a. It * _____ has, * _____ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this RFP;</p> <p data-bbox="285 823 1432 924">b. It * _____ has, * _____ has not filed all required compliance reports, If not, explain _____; and</p> <p data-bbox="285 966 1432 1029">c. Representations indicating submission of required compliance reports, signed by proposed sub-Concessionaires, will be obtained before subcontract awards.</p> <p data-bbox="191 1071 396 1100"><i>(End of provision)</i></p> <p data-bbox="191 1138 938 1167"><b>K-6. AFFIRMATIVE ACTION COMPLIANCE (NOV 2004) (BK-009)</b></p> <p data-bbox="285 1209 620 1239">The Offeror represents that-</p> <p data-bbox="285 1276 1432 1419">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), If not, explain _____; or</p> <p data-bbox="285 1461 1432 1524">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.</p> <p data-bbox="191 1566 396 1596"><i>(End of provision)</i></p> <p data-bbox="191 1633 1399 1663"><b>K-7.COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2010) (BK.017)</b></p> <p data-bbox="285 1701 1416 1835">By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing the clause Employment Reports on Veterans), it has submitted the most recent VETS -100A Report required by that clause.</p> <p data-bbox="191 1877 396 1906"><i>(End of provision)</i></p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 96	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>K-8. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (BK.022) (AUG 2019)</b></p> <p>(a) Definitions. As used in this clause-</p> <p>"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).</p> <p>"Covered foreign country" means The People's Republic of China.</p> <p>"Covered telecommunications equipment or services" means-</p> <p>(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);</p> <p>(2) For the purpose of public safety, security of Government/NAFI facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);</p> <p>(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or</p> <p>(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>"Critical technology" means-</p> <p>(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;</p> <p>(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-</p> <p>(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 97	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p style="text-align: center;">(ii) For reasons relating to regional stability or surreptitious listening;</p> <p>(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);</p> <p>(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);</p> <p>(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or</p> <p>(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).</p> <p>"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.</p> <p>"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.</p> <p>"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.</p> <p>"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.</p> <p>(b) Prohibition.</p> <p>(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR <a href="#">4.2104</a>.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 98	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR <a href="#">4.2104</a>. This prohibition applies to the use of covered</p> <p>(c) Exceptions. This clause does not prohibit contractors from providing-</p> <p>(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or</p> <p>(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p> <p>(d) Reporting requirement.</p> <p>(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>.</p> <p>(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause</p> <p>(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.</p> <p>(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and</p>			
IMCOM - NAF Contracting			

Name of CONTRACTOR	Project Title Long-Term Concessionaire
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any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**K-9. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (BK.025) (AUG 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause [Bl.151](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representation.* The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**K-10. AUTHORIZED NEGOTIATORS**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 100	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**SECTION L  
RFP INSTRUCTIONS, CONDITION, AND NOTICES  
(NONAPPROPRIATED FUNDS)**

**L-1. DEFINITIONS (NOV 2004) (BL-001)**

- a. "Solicitation" means an invitation for bids (IFB) when using sealed bidding and a Request for PROPOSAL (RFP) when an acquisition is negotiated.
- b. "Offer" means "bid" when sealed bidding is used and "PROPOSAL" when an acquisition is negotiated.

**L-2. AMENDMENTS TO RFP (NOV 2004) (BL-004)**

- a. If this RFP is amended, then all terms and conditions that are not modified remain unchanged.
- b. Offeror's shall acknowledge receipt of any amendment to this RFP (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer bid, (3) by letter, or (4) by facsimile, if facsimile offers are authorized in the RFP. The NAFI must receive the acknowledgement by the time and at the place specified for receipt of offers.

**L-3. SUBMISSION OF OFFERS (NOV 2004) (BL-007)**

- a. Offers and modifications shall be submitted in sealed envelopes or packages:
  - (1) Addressed to the office specified in the RFP; and
  - (2) Showing the time and date specified for receipt, the RFP number, and the name and address of the Offeror.
- b. Facsimile offers, modifications or withdrawals will not be considered.
- c. Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the Contracting Officer.

**L-4. EXPLANATION TO PROSPECTIVE OFFERORS (NOV 2004) (BL-008)**

Any prospective Offeror desiring an explanation or interpretation of the RFP, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offeror's 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 RFP will be furnished promptly to all other prospective Offeror's as an amendment of the RFP, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offeror's.

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 101	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		

**L-5. PREPARATION OF OFFERS (NOV 2004) (BL-013)**

- a. Offeror's are expected to examine the specifications and all instructions in this RFP and all subsequent amendments. Failure to do so will be at the Offeror's risk.
- b. Each Offeror shall furnish the information required by the RFP. The Offeror shall sign the offer and print or type its name on the Schedule 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 the agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- c. Offeror's must state a definite start date for performance of services, unless otherwise specified the RFP.
- d. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

**L-6. INCURRED COSTS.** The NAFI shall not be liable for any costs incurred by the OFFERORS in submitting proposals in response to this solicitation, including any site visits by OFFERORS.

**L-7. INSTRUCTIONS TO OFFERORS—COMPETITIVE (NOV 2004) (BL-021)**

- a. Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"proposal modification" is a change made to a proposal before the RFP's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"proposal revision" is a change to a proposal made after the RFP closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- b. Amendments to RFPs. If this RFP is amended, all terms and conditions that are not amended remain unchanged. Offeror's shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 102	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>c. Submission, modification, revision, and withdrawal of proposals.</p> <p>(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the RFP, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the RFP, and (ii) showing the time and date specified for receipt, the RFP number, and the name and address of the Offeror. Offeror's using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (2)(1)(i) and (2)(1)(ii) of this provision.</p> <p>(2) The first page of the proposal must show—</p> <ol style="list-style-type: none"> <li>1. The RFP number;</li> <li>2. The name, address, telephone, facsimile numbers and electronic mail address of the Offeror;</li> <li>3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;</li> <li>4. Names, titles, and telephone facsimile numbers and electronic addresses of persons authorized to negotiate on the Offeror's behalf with the NAFI in connection with this RFP; and</li> <li>5. Name, title, and signature of person authorized to sign the proposal. Proposals 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.</li> </ol> <p>(3) Submission, modification, revision, and withdrawal of proposals.</p> <ol style="list-style-type: none"> <li>1. Offeror's are responsible for submitting proposals, and any modifications or revisions, so as to reach the office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated office on the date that proposal or revision is due.</li> <li>2. Any proposal, modification, or revision received at the office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—</li> <li>3. If it was transmitted through an electronic commerce method authorized by the RFP, it was received at the initial point of entry to the Government/NAFI infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or</li> <li>4. There is acceptable evidence to establish that it was received at the installation designated for receipt of offers and was under the Government/NAFI control prior to the time set for receipt of offers; or</li> </ol>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 103	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>5. It is the only proposal received.</p> <p>(4) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.</p> <ol style="list-style-type: none"> <li>1. If submitted to the installation, acceptable evidence to establish the time of receipt at the installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government/NAFI personnel.</li> <li>2. If an emergency or unanticipated event interrupts normal processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the RFP, and urgent NAFI requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal processes resume.</li> <li>3. Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.</li> </ol> <p>(5) Offeror's shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in U.S. dollars, unless the provision, Evaluation of Foreign Currency Offers, is included in the RFP.</p> <p>(6) Offeror's may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.</p> <p>(7) Offeror's may submit revised proposals only if requested or allowed by the Contracting Officer.</p> <p>(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.</p> <p>(9) Offer expiration date. Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the Offeror).</p> <p>d. Restriction on disclosure and use of data. Offeror's that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the NAFI except for evaluation purposes, shall—</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 104	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the NAFI and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of--or in connection with--the submission of this data, the NAFI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and</p> <p>(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.</p> <p>e. Contract award.</p> <p>(1) The NAFI intends to award a contract resulting from this RFP to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the RFP.</p> <p>(2) The NAFI may reject any or all proposals if such action is in the NAFI's interest.</p> <p>(3) The NAFI may waive informalities and minor irregularities in proposals received.</p> <p>(4) The NAFI may evaluate proposals and award a contract without discussions with Offeror's Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The NAFI reserves the right to conduct discussions if the Contracting Officer determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.</p> <p>(5) The NAFI reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the NAFI's best interest to do so.</p> <p>(6) Exchanges with Offeror's after receipt of a proposal do not constitute a rejection or counteroffer by the NAFI.</p> <p>(7) The NAFI may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the NAFI.</p>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 105	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.</p> <p>(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.</p> <p>(10)The NAFI may disclose the following information in post award debriefings to other Offeror's:</p> <ol style="list-style-type: none"> <li>1. The overall evaluated cost or price and technical rating of the successful Offeror;</li> <li>2. The overall ranking of all Offeror's, when any ranking was developed by the agency during source selection;</li> <li>3. A summary of the rationale for award; and</li> <li>4. For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.</li> </ol> <p><b>L-8. TYPE OF CONTRACT (NOV 2004) (BL-023)</b></p> <p>The NAFI contemplates award of a <b>Concession</b> contract resulting from this RFP.</p> <p><b>L-9. SERVICE OF PROTEST (NOV 2004) (BL-025)</b></p> <p>a. Protests, as defined in Army Regulation AR 215-4, NAF Contracting Regulation, are to be filed directly with the Contracting Officer as follows:</p> <p style="margin-left: 40px;"><b>Department of the Army</b>  <b>IMCOM AD, NAF Contracting</b>  <b>Attn: Tom Johnson</b>  <b>101 Bloxon Street, Bldg. 205, Rm 213</b>  <b>JBMHH Ft. Myer, VA 22211</b></p> <p>b. Any protest received shall be processed in accordance with AR 215-4.</p> <p><b>L-10. PROPOSAL SUBMITTAL REQUIREMENTS:</b> Within each applicable volume folder noted above, the documents submitted for each new Part or section, shall be preceded by a cover sheet designated that section or Part. For example:</p> <p><b>VOLUME I – PRICING PROPOSAL (Monthly Fee to the NAFI, and required documents)</b></p> <p><b>Pricing file submission shall consist of and be organized in the following manner:</b></p> <ol style="list-style-type: none"> <li>(1) Cover sheet marked – Part I - DA Form 4069, followed by the submission documents that fulfill that requirement.</li> </ol>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 106	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>(2) Cover sheet marked – Part II - Section B – Pricing Proposal, followed by the submission documents that fulfill that requirement.</p> <p>(3) Cover sheet marked – Part III – Section K, followed by the submission documents that fulfill that requirement.</p> <p>(4) Cover sheet marked – Part IV – Section J, Attachment <a href="#">J-5 CONCESSIONAIRE’s Vendor Information Sheet</a>.</p> <p>(5) Cover sheet marked – Part V – Section J, Attachment <a href="#">J-6 CONCESSIONAIRE’s W-9</a>.</p> <p><b>VOLUME II – TECHNICAL PROPOSAL (Concession Operating Plan)</b></p> <p><b>Technical file submission shall consist of the following:</b></p> <p>(1) Quality Management Plan (<a href="#">Factor 1</a>)</p> <p>A detailed plan describing the quality control measures that will be taken by the offeror to ensure successful performance and customer service is provided in accordance with the terms of the contract.</p> <p>(a) Narrative. State the company’s mission statement, business philosophy, and practices for customer retention.</p> <p>(b) Oversight. Describe the top-level management structure and explain how it will oversee operations and provide support and assistance to the site operation to ensure that that the local site management meets or exceeds all contractual requirements. Offeror shall include a proposed loss prevention system.</p> <p>(c) Management Structure. Describe the proposed management structure for the activity site level. Provide personnel qualifications (resumes) for proposed facility manager, identifying full name, years of experience (professional and work related), academic and professional credentials and certifications.</p> <p>(2) Business Plan (<a href="#">Factor 2</a>)</p> <p>(a) <b>Operation Schedule.</b> Offerors shall submit proposed operation schedule of Food and Beverage concession (i.e. M-F or M-Sat or M-Sun; 0800 - 1700 Hours). Core hours per Section C-3, i., for the concession must be adhered to at the minimum.</p> <p>(b) <b>Menu Schedule (Section J-4 – CONCESSIONAIRE’s – Menu Schedule (Menu Price List).</b> Offerors shall submit with proposal, menu pricing to be charged to patrons for services, products, etc. Offeror shall be specific and must submit an extensive list of all items intended for sale - to include portion sizes and pricing for all menus intended for sale to customers as defined within the RFP.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 107	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>NOTE:</b> Refer to <a href="#">Section C-3</a> for basic menu requirements and other pertinent information. Offeror is encouraged and expected to expand upon the basic requirements to produce greater diversity of offerings and to satisfy multi-generational preferences. Offerors must submit their extensive menus and pricing for all food and beverage items and services intended to be provided at Fort Belvoir concession services.</p> <p>(c) <b>Customer Service.</b> The Offeror shall submit its customer service philosophy and program to ensure the highest quality of customer care in accordance with the terms and conditions of the contract. The Offeror shall describe its proposed customer service procedure to include but not limited to response time for answering customer complaints, offering solutions and tracking and expediting resolutions of customer issues as well as a report covering at a minimum the past 12 months of Customer Service reports. Report must cover the following areas:</p> <ul style="list-style-type: none"> <li>(1) Complaints from customers concerning service/office staff</li> <li>(2) Customer complaints concerning billing errors</li> </ul> <p>(d) <b>Staffing/Training.</b> Offeror shall submit with proposal list of personnel (at least quantity) that will be working at the Fort Belvoir concession. The positions each person will hold, their qualifications, amount and type of training that each person currently has, and what training each person will receive prior to first day of operation.</p> <p>(3) Organizational Experience/Structure (<a href="#">Factor 3</a>)</p> <ul style="list-style-type: none"> <li>(a) Offerors shall provide a minimum of one (1), but no more than five (5) descriptions of services performed within the last five (5) years which show Concessionaire’s experience with the same or similar in size type of service to the food concession.</li> <li>(b) Provide a corporate structure/organizational chart as it applies to this requirement and the personnel involved in all aspects of the project, from development to final service delivery.</li> </ul> <p>(4) Past Performance Experience (<a href="#">Factor 4</a>)</p> <p>The Offeror shall provide a comprehensive list of both commercial and/or government clients for similar services, as listed in Section C, for the last five (5) years. Comprehensive list of past performance must include at least two references. The Offeror shall include client name, address, point of contact, telephone number and a brief description of the services provided. The Offeror shall provide written authorization to the NAFI to contact these clients. The Offeror shall identify and provide relevant contact information if there have been any complaints filed against him/her with any agency within the past (5) five years.</p> <p>(5) Transition Plan (<a href="#">Factor 5</a>)</p> <p>Offeror shall describe how they will ensure a seamless transition from temporary, pre-operational limited food and beverage services (e.g., placement of personnel and, as necessary,</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 108	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p>equipment, materials/supplies, furniture, utilities, etc.) to provide for full service start up on the contract effective date.</p> <p><b>VOLUME III – FINANCIAL CAPABILITIES</b></p> <p>Financial capabilities shall be required to demonstrate good financial standing of all Offerors. Offerors must furnish a bank letter or certified statement from a Certified Public Accountant that sufficient financial resources will be available for this concession. This section will be not be scored during the evaluation, however, certification will be evaluated by the Contracting Officer to determine Offeror’s responsibility.</p> <p><b>L-11. WHERE AND WHEN TO SUBMIT PROPOSALS.</b></p> <p>a. Volumes I-III, in response to this RFP, shall be received by 17:00 EST on 1 July 2022 via e-mail at <a href="mailto:thomas.s.johnson106.naf@army.mil">thomas.s.johnson106.naf@army.mil</a>.</p> <p>b. The offeror shall sign and date the offer, in blocks 15 to 16, on page one (DA Form 4069). <b><u>Offerors shall provide all information as requested in the RFP with the proposal.</u></b></p> <p>c. <b><u>Offerors must complete proposal package and submit in writing, along with their proposal, the following information:</u></b></p> <ol style="list-style-type: none"> <li>(1) DA Form 4069, with blocks 12-18 completed as applicable.</li> <li>(2) Sections B-1 and B-2 completed as applicable.</li> <li>(3) Completed Vendor Information Sheet (Section J-5).</li> <li>(4) Completed and signed W-9 Form (Section J-6).</li> <li>(5) Section K (Representations, Certifications and Other Statements), completed as applicable.</li> <li>(6) Submittal requirements in Section L-10.</li> </ol> <p><b>L-12. FACSIMILE PROPOSALS:</b></p> <p>a. "Facsimile Proposals", as used in this solicitation, means a proposal, modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Fund via electronic equipment that communicates and reproduces both printed and handwritten material.</p> <p>b. Facsimile proposals may <u>not</u> be submitted in response to this solicitation. Facsimile proposals received will not be considered and will be determined to be nonresponsive to this solicitation.</p> <p><b>L-13. OFFEROR'S QUALIFICATIONS</b></p> <p>By submission of a response to this solicitation the offeror certifies that both the general Concessionaire and his Subcontractors have sufficiently trained personnel to complete the work required within the time frame specified in the contract.</p>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 109	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>L-14. SITE VISITS</b></p> <p>Offerors may inspect during the Pre-Proposal Conference in Section B-3 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 not less than seven (7) days prior to the solicitation closing date. In no event will a failure to inspect the site constitute grounds for a claim by the Concessionaire after award of the contract.</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 110	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>SECTION M</b> <b>EVALUATION FACTORS</b></p> <p><b>M-1. AWARD TYPE</b></p> <p>IMCOM, NAF Contracting, ID-Sustainment intends to award a contract resulting from this solicitation, to a responsible Offeror whose offer conforms to all aspects of the solicitation and provides the best value to the NAFI, price and non-price factors considered. The proposal will be evaluated according to the criteria listed below.</p> <p><b>M-2. AWARD</b></p> <p>a. A single award will result from this RFP. Evaluations shall be conducted to determine the most advantageous offer to the NAFI, price and other factors considered.</p> <p>b. The NAFI 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.</p> <p>c. Discussions MAY be conducted with all offerors determined to be in the competitive range.</p> <p>HOWEVER, OFFERORS ARE ADVISED THAT AWARD MAY BE MADE WITHOUT DISCUSSION OR ANY CONTACT CONCERNING THE PROPOSAL RECEIVED. THEREFORE, PROPOSALS SHOULD BE SUBMITTED INITIALLY ON THE MOST FAVORABLE TERMS, WHICH THE OFFEROR CAN SUBMIT TO THE NAFI. DO NOT ASSUME THAT YOU WILL BE CONTACTED OR AFFORDED AN OPPORTUNITY TO CLARIFY, DISCUSS, OR REVISE YOUR PROPOSAL.</p> <p><b>M-3. BASIS FOR AWARD</b></p> <p>a. Award will be based on an integrated assessment of the factors set forth below</p> <p>b. An evaluation panel will be established to evaluate the technical factors of each proposal in response to this solicitation. The evaluation panel will determine the overall value of the proposal to the NAFI. The contract award will be made based on the evaluation criteria as set forth. Award will be made in accordance with <a href="#">Section L-7 "Instructions"</a>.</p> <p>c. Revenue sharing percentage fees will be evaluated separately by the Contracting Officer.</p> <p>d. A composite evaluation score (combining b and c above) will be used to determine the awarded CONCESSIONAIRE. However, the NAFI reserves the right to award to other than the Offeror with the highest percentages of revenue sharing alone, or the highest technical or highest composite revenue and technical evaluation score, if the benefits perceived by the NAFI merit doing otherwise.</p> <p>e. The NAFI may reject any or all offers - if such action is in the best interest of the NAFI, and it may also waive informalities and minor irregularities in the offers received.</p>			
IMCOM - NAF Contracting			



CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 111	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>M-4. EVALUATION FACTORS FOR AWARD</b></p> <p>a. A proposal shall be deemed acceptable if the proposal is prepared in accordance with Section L-5 and L-10, "Proposal Submittal Requirements." At the Contracting Officer's discretion proposals deemed to be substantially incomplete in accordance with the requirements of <a href="#">Section L-10, "Proposal Submittal Requirements"</a>, may not be evaluated further. Proposals will be evaluated on the following evaluation factors to determine technical capability for the best value to the NAFI:</p> <p><b>Part I – Price Proposal</b></p> <p>(1) Percentage fee offered to the NAFI (<a href="#">See B-3</a>)</p> <p><u>PRICE CRITERIA.</u> Price will not be assigned an adjectival rating; however, the relative merit of the technical evaluation factors is slightly higher than price. The Contracting Officer will evaluate price based on the total price offered for the base period and all option periods using the Schedule in Section B of the solicitation.</p> <p><b>Part II – Technical Proposal</b></p> <p>(1) Quality Management Plan (<a href="#">Factor 1</a>)</p> <p>(2) Business Plan (<a href="#">Factor 2</a>)</p> <p>(3) Organization Experience/Structure (<a href="#">Factor 3</a>)</p> <p>(4) Past Performance Experience (<a href="#">Factor 4</a>)</p> <p>(5) Transition Plan (<a href="#">Factor 5</a>)</p> <p><b>Part III – Financial Capabilities</b></p> <p>b. The price proposal and financial capabilities certification will not be assigned an adjectival rating (<a href="#">See L-10</a>). Of the five technical factors listed above, <a href="#">Factor 2</a> will be the highest and most heavily weighted, followed by <a href="#">Factors 1, 3, 4, and 5</a>, respectively. Award will be made to the Offeror whose offer will be most advantageous to the NAFI considering technical factors and price.</p> <p>c. The Contracting Officer will make a Responsibility Determination in accordance with AR 215-4, 2-7 <i>Contractor qualifications</i>. The Contracting Officer will access System for Award Management (SAM) as part of making the Responsibility Determination, which includes information from various Government performance information databases such as, FedReg, ORCA, CCR, and EPLS. (Examples of non-responsibility could be performance terminations, record of providing poor quality products without resolution, late deliveries or schedule slips, etc.)</p>			
IMCOM - NAF Contracting			

CONTINUATION SHEET	Reference document being continued NAFIB4-22-R-0007	Page 112	of 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>NOTE:</b> The above criteria will be applied to each proposal received, first to enable a determination as to responsiveness and establish a relative order of merit among proposals, and subsequently to establish the acceptable competitive range of proposals. Each criterion will be applied as a discrete factor; however, the final determination as to the overall value of any proposal will reflect the combined effect of having considered all criteria individually and collectively, so as to result in a rational award decision.</p> <p><b>M-5. OPTION PERIODS</b></p> <p>The evaluation of option years is for award purposes. Evaluation of option years will not obligate the NAFI to exercise the option years.</p> <p><b>M-6. EVALUATION METHOD</b></p> <p>a. The evaluation shall take into account the following:</p> <ul style="list-style-type: none"> <li>i. Adequacy of Response. EVERY REQUIREMENT OF THE RFP MUST BE ADDRESSED IN THE PROPOSAL. Requirements will be evaluated to determine whether sufficient detail is provided by the offeror to determine the approach being proposed and the extent to which the approach and the extent to which the method will meet the requirements.</li> <li>ii. Completeness. All proposals will be evaluated to determine the completeness of the offeror’s method to all of the requirements. The offeror is expected to clearly and succinctly state how each requirement will be met.</li> <li>iii. Compliance with Section L. For each factor the offeror shall comply with the RFP Instructions and Conditions.</li> </ul> <p>b. Summary.</p> <ul style="list-style-type: none"> <li>i. PROPOSALS will be evaluated on their own merit, independently and as objectively as possible. Final determination of contract award will be based on the best composite offer, all factors considered. The technical proposal will be evaluated totally independent of the price proposal. Offerors shall not provide price information requested in Section B in their technical proposals.</li> <li>ii. If it is determined that discussions and/or negotiations are required a competitive range will be established. Once a competitive range is established, negotiations will be conducted with those falling within the competitive range. Best and final offers will be solicited from those involved in the negotiations. Following receipt of the best and final offers, each offer will be rated and an award will be made to the Offeror whose offer, conforming to the RFP, will be most advantageous to the NAFI price and other factors considered.</li> </ul>			
IMCOM - NAF Contracting			

<b>CONTINUATION SHEET</b>	Reference document being continued NAFIB4-22-R-0007	<b>Page</b> 113	<b>of</b> 113
Name of CONTRACTOR	Project Title Long-Term Concessionaire		
<p><b>M-7. OPENING OF PROPOSALS AND NEGOTIATIONS</b></p> <p>No information regarding proposals received regarding the evaluation of this procurement will be furnished prior to completion of evaluations, negotiation and award of the contract.</p> <p><b>M-8. SELECTION</b></p> <p>Notification of Selection. The Contracting Officer will notify all Offerors advising them of the PROPOSAL, which was selected. Unsuccessful Offerors may request in writing, within three (3) business days of award, a debriefing by the Contracting Officer.</p>			
IMCOM - NAF Contracting			