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ACNI 0050 PAYROLL AND BASIC RECORDS (SEP 2015)
ACNI 0051 APPRENTICES AND TRAINEES (NOV 2007)
ACNI 0052 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (NOV 2007)
ACNI 0053 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS (PREVIOUSLY KNOWN AS DAVIS-BACON) AND RELATED REGULATIONS (SEP 2015)
ACNI 0054 CERTIFICATION OF ELIGIBILITY (SEP 2015)
ACNI 0055 PROHIBITION OF SEGREGATED FACILITIES (NOV 2007)
ACNI 0056 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (SEP 2015)
ACNI 0056 cont
ACNI 0057 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (NOV 2007)
ACNI 0058 PATENT INDEMNITY—CONSTRUCTION CONTRACTS (NOV 2007)
ACNI 0059 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (NOV 2007)
ACNI 0060 PERFORMANCE AND PAYMENT BOND PROTECTION UNDER \$100,000 (ALTERNATIVE PAYMENT PROTECTION) (SEP 2007)
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ACNI 0062 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (NOV 2007)
ACNI 0063 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (NOV 2007)
ACNI 0064 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (NOV 2007)
ACNI 0065 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (NOV 2007)
ACNI 0065 cont.
ACNI 0065 cont.
ACNI 0066 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (NOV 2007)
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ACNI 0069 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (NOV 2007)
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ACNI 0071 SUPERINTENDENCE BY THE CONTRACTOR (NOV 2007)
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ACNI 0074 OPERATIONS AND STORAGE AREAS (NOV 2007)
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ACNI 0076 CLEANING UP (NOV 2007)
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ACNI 0079 LAYOUT OF WORK (NOV 2007)
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ACNI 0081 PRECONSTRUCTION CONFERENCE (NOV 2007)
ACNI 0082 BANKRUPTCY (NOV 2007)

ACNI 0083 SUSPENSION OF WORK (NOV 2007)
ACNI 0084 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (NOV 2007)
ACNI 0085 MR OR MCCS PROPERTY (NOV 2007)
ACNI 0086 WARRANTY OF CONSTRUCTION (NOV 2007)
ACNI 0087 DEFAULT (FIXED-PRICE CONSTRUCTION) (NOV 2007)
ACNI 0088 PROTEST AFTER AWARD (SEP 2015)
ACNI 0089 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (NOV 2007)
ACNI 0090 COMPUTER GENERATED FORMS (SEP 2015)
ACNI 0091 WALSH-HEALEY PUBLIC CONTRACTS (NOV 2007)
ACNI 0092 BUY AMERICAN ACT – CONSTRUCTION MATERIALS (NOV 2007)
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ACNI 0097 COMPLIANCE WITH OSHA REGULATIONS (JAN 2015)
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ACNI 1001 TERMS AND CONDITIONS (AUG 2014)
ACNI 1002 TERMS AND CONDITIONS - MCX (AUG 2014)

ACNJ 0001 SERVICE CONTRACT ACT WAGE DETERMINATION (FEB 2014)
ACNJ 0002 MCCS EMPLOYEE CLASSIFICATION RATE (FEB 2014)
ACNJ 0003 MCCS-MCX LOCATIONS AND AUTHORIZED INDIVIDUALS FOR DDAs (OCT 2014)
ACNJ 0004 MASTER STOCK ASSORTMENT AND PLANOGRAM (POGS) (OCT 2014)
ACNJ 0005 CONSTRUCTION SAFETY PLAN
ACNJ 0006 FOOD CONCESSION ASSESSMENT FORM (SEP 2015)
ACNJ 0006-a CONCESSION ASSESSMENT FORM (DEC 2015)
ACNJ 0007 PARTICIPATING LOCATION DATA (DEC 2015)
ACNJ 0007-A PARTICIPATING LOCATION DATA (MAY 2016)
ACNJ 0008 Contractor's Company Information and Signatory Authority (DEC 2015)
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ACNJ 0010 TICKETS (MAY 2016)
ACNK 0001 TYPE OF BUSINESS ORGANIZATION
ACNK 0002 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
ACNK 0003 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
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ACNK 0005 AFFIRMATIVE ACTION COMPLIANCE
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ACNK 0007 CONTRACTOR CERTIFICATIONS (MAR 2015)
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ACNK 0008 INFORMATION TECHNOLOGY SECURITY AND COMPLIANCE REPRESENTATIONS AND CERTIFICATIONS (28

ACNK 1000 SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
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ACNL 0002 PREPARATION OF OFFERS (SEP 2015)
ACNL 0003 EXPLANATION TO PROSPECTIVE OFFERORS
ACNL 0004 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS
ACNL 0005 SUBMISSION OF OFFERS
ACNL 0005-a SUBMISSION OF SEALED OR ELECTRONIC OFFERS
ACNL 0006 FAILURE TO SUBMIT OFFER
ACNL 0007 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS
ACNL 0008 CONTRACT AWARD - NEGOTIATED (SEP 2015)
ACNL 0009 LABOR INFORMATION (SEP 2015)
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ACNL 0011 SITE VISITS (SEP 2015)
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ACNL 0012-A PROPRIETARY INFORMATION – RESTRICTION ON DISCLOSURE AND USE OF DATA (19 JUL 2016)
ACNL 0013 ELECTRONIC OR FACSIMILE OFFERS
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ACNL 0016 INCURRING COSTS
ACNL 0017 PROPOSAL PACKAGE (SEP 2015)
ACNL 0018 QUESTIONS
ACNL 0019 WHERE AND WHEN TO SUBMIT PROPOSALS (SEP 2015)
ACNL 0020 ELIGIBILITY OF PROPOSED CONTRACTOR(S)
ACNL 0021 ACCEPTANCE OF PROPOSALS (SEP 2015)
ACNL 0022 PROPOSAL MARKING (SEP 2015)
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ACNL 0024 PROPOSAL SUBMITTAL REQUIREMENTS FOR INFORMATION TECHNOLOGY SECURITY AND COMPLIANCE (28 JUN 2016)
ACNL 1000 SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS AND RESPONDENTS (MAR 2016)
ACNM 0001 AWARD - BEST VALUE - SINGLE AWARD (SEP 2015)
ACNM 0001-A AWARD - BEST VALUE - MULTIPLE AWARD (SEP 2015)
ACNM 0002 PROPOSAL EVALUATION (SEP 2015)
ACNM 0003 EVALUATION FACTORS (SEP 2015)
ACNM 0004 EVALUATION OF OPTIONAL ITEMS
ACNM 0005 PRICE
ACNM 0005-A COMMISSION/PRICE
ACNM 0006 OPENING OF PROPOSALS AND NEGOTIATION
ACNM 0007 SELECTION
ACNM 0008 AWARD TO SINGLE OFFEROR
ACNM 1000 SECTION M - EVALUATION FACTORS FOR AWARD (MAR 2016)

ACNO 0001 ISSUING ORGANIZATION
ACNO 0002 DATE
ACNO 0003 DELIVERY ORDER NUMBER
ACNO 0004 PURCHASE ORDER NUMBER
ACNO 0005 CONTRACT NUMBER
ACNO 0006 SUPPLIER
ACNO 0007 DELIVERY ADDRESS
ACNO 0008 CONTRACT LINE ITEM NUMBER (CLIN)
ACNO 0009 FREIGHT
ACNO 0010 TOTAL PRICE
ACNO 0011 DELIVERY ORDER TERMS AND CONDITIONS
ACNO 0012 PURCHASE ORDER TERMS AND CONDITIONS - MCCS
ACNO 0013 PURCHASE ORDER TERMS AND CONDITIONS - MCX
ACNO 0014 CONTRACT TERMS AND CONDITIONS
ACNO 0015 TECHNICAL POC
ACNO 0016 PROCUREMENT POC
ACNO 0017 DELIVERY DATE
ACNO 0018 DISCOUNT TERMS
ACNO 0019 FOB/SHIPPING TERMS
ACNO 0020 BILATERAL CONTRACT
ACNO 0021 INVOICE ADDRESS

ACNO 0022 SIGNATURE BLOCK
ACNO 0023 ACCOUNTING DATA
ACNO 0024 RECEIPT AND ACCEPTANCE
ACNO 0025 TAX EXEMPT
ACNO 0026 SHIPPING INSTRUCTIONS
ACNO 0027 INTENTIONALLY LEFT BLANK
ACNO 0028 TOTAL CONTRACT VALUE
ACNO 0029 REQUEST FOR QUOTE (OCT 2014)
AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT
CONTRACT / ORDER FORM
SECTION A: SOLICITATION /CONTRACT FORM
SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS
SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
SECTION D: FACILITY, PROPERTY AND MAINTENANCE REQUIREMENTS
SECTION E: PACKAGING AND MARKING/INSPECTION AND ACCEPTANCE
SECTION F: DELIVERABLES AND PERFORMANCE
SECTION G: CONTRACT ADMINISTRATION CLAUSES
SECTION H: SPECIAL PROVISIONS
SECTION I - GENERAL PROVISIONS
SECTION J - DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS



<b>Clause Verbiage</b>
This is a procurement of the United States Marine Corps Business and Support Services Division (MR) and/or the Marine Corps Community Services (MCCS) <del>a Nonappropriated Fund Instrumentality of the U.S. Government</del> Marine Corps Community Services (MCCS) provide an organization for the development and delivery of Quality of Life programs and services. MCCS
a. The Business and Support Services Division (MR), Headquarters, United States Marine Corps, Quantico, Virginia, under the staff cognizance of the
The Business and Support Services Division (MR), Headquarters, United States Marine Corps, and/or Marine Corps Community Services is soliciting

Demographics for the location are as follows:

a. Current Fast Food Operations. Current operations which exist in Bldg. #XXX are _____ and _____
Contractor's name, address, phone and fax numbers, Employer's Identification Number, and principal Point of Contact (POC) information. <input type="checkbox"/>
MARINE CORPS COMMUNITY SERVICES SOLICITATION, OFFER, AND AWARD
Solicitation Number:
Type of Product/Service: [BTV: Contract Name]
Administration Office Address (if other than Issuing Organization): [BTV Internal Party Primary Address]
SOLICITATION INSTRUCTIONS: Following the instructions in Section L, send sealed offers for receipt no later
The solicitation/contract index is: PART 1 - THE SCHEDULE
The offeror agrees, if awarded all or part of the items and/or services solicited, to furnish them according to the price(s)/fee(s), terms and conditions
ACKNOWLEDGMENT OF AMENDMENTS. The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents
OFFEROR'S NAME & ADDRESS (Street, City, State, & ZIP Code) (Include email, telephone, and fax numbers). If remittance is other than this address,
PRINTED OR TYPED NAME AND TITLE OF CONTRACTOR REPRESENTATIVE AUTHORIZED TO SIGN OFFER
AWARD (To be completed by Contracting Officer)
ACCEPTED AS TO ITEMS NUMBERED:
Submit invoices to address listed in Section G.
Payment will be made by [BTV: invoice to address]

This contract consists of the clauses herein and the following attachments. In the event of inconsistencies, the contract shall take precedence.
This contract consists of the clauses herein and the following attachments. In the event of inconsistencies, the contract shall take precedence.
This contract consists of the clauses herein and the following attachments. In the event of inconsistencies, the contract shall take precedence.
a. All available sales data for each initially participating Concession Site is listed in Section J. Sales data for additional sites will be provided, as
a. The products to be provided, portions to be served, and prices to be charged are fixed in accordance with the Products List and Price Schedule as
PRODUCT LIST AND PRICE SCHEDULE.
Should the Contractor desire to make permanent additions, deletions, or
portion and price adjustments to the items or services authorized under this
At MCCS' sole discretion, Contractor's Product and Price List potentially can
be evaluated to determine continued price reasonableness and establish
Any additions, deletions or price changes done on a special promotion, daily
special, or limited time offer will not require a formal modification to the
FEE SCHEDULE (ACNB 0005)
FEE SCHEDULE (FOOD REV GEN) (ACNB 0005-a SEP 2015)
FEE SCHEDULE (REV GEN) (ACNB 0005-B DEC 2015)
The MCCS requires a minimum of [_____]. Delivery orders will be issued
for mandatory and optional services as required. <input type="checkbox"/>
a. All food and beverage (to include ice) sold under this contract must be
processed, packaged and purchased from approved regulatory sources. All
A description of the services to be furnished, the specifications, the time and
place of delivery, and any other terms and conditions applicable to the
This is a Firm-Fixed Price Contract for Marine Corps Community Services
(MCCS). The Contractor's firm-fixed prices for providing products and/or
This is an Individual Service Contract (ISC). Contractor agrees to provide the
service(s) as stated below. Performance will be made only as scheduled by
Thirty percent (30%) of the agreed amount may be deducted from the unit
price of a starting delay is more than sixty (60) minutes; twenty percent (20%)
Performance past the expiration date of this contract or any contract
modifications authorizing an extension in writing does not make MCCS
This is a Firm-Fixed Price Requirements Contract for Marine Corps
Community Services (MCCS). The Contractor's firm-fixed prices to provide
This is a Firm-Fixed Price Indefinite-Delivery Indefinite-Quantity Contract for
Marine Corps Community Services (MCCS). The Contractor's firm-fixed
The Contractor shall enter a firm-fixed price per the Contract Line Item
Numbers (CLIN) listed below. The Contract will start upon contract award and

The Contractor shall enter a firm-fixed price per the Contract Line Item Numbers (CLIN) listed below, for Option Year One (1). If exercised, services
The Contractor shall enter a firm-fixed price per the Contract Line Item Numbers (CLIN) listed below, for Option Year Two (2). If exercised, services
The Contractor shall enter a firm-fixed price per the Contract Line Item Numbers (CLIN) listed below, for Option Year Three (3). If exercised, services
The Contractor shall enter a firm-fixed price per the Contract Line Item Numbers (CLIN) listed below, for Option Year Four (4). If exercised, services
Contractor shall enter prompt payment discount terms:
CONTRACTOR INFORMATION (ACNB 0018)
Enter Company Name, address, DUNS number or Fed tax number, point of
A description of the services to be furnished, the specifications, the time and place of delivery, and any other terms and conditions applicable to the
Total quantities to be purchased under this agreement are not known. This agreement makes no guarantee of the volume the MCCS/MCX will order
The Concessionaire agrees to pay MCCS a fee of PERCENT ( %) of net sales from concessions and
a. General. The Contractor is liable for all taxes applicable to its property and income, and all of its transactions arising out of or in connection with the
a. Contractor is responsible for payment of utility costs directly associated with its concession operations at the Sites, including communication or data
a. Contractor is responsible for payment of utility costs directly associated with its concession operations at the Sites, including communication or data
As applicable to construction or renovations performed under this contract, the Contractor shall bear the actual cost (as charged to MR/MCCS without markup
Licensing and Franchise Fees are the sole responsibility of the Contractor and should be paid as required by the National brand Franchisor. Contractor and
The Contractor shall provide or perform the following as required by this contract: [BTV contract description]: <input type="checkbox"/>
Upon notification of contract award, the Contractor shall commence performance of all work necessary for implementation and startup of
The Contractor shall coordinate with COR and develop a training plan to ensure MCCS personnel have a complete understanding of all aspects of
Contractor shall provide customer support services to include the following:
The Contractor shall develop, prepare and distribute an operations manual, which shall contain detailed instructions enabling participants to operate
The Contractor shall, upon written notice of MCCS, provide materials requested by the CPA and/or Marine Corps Nonappropriated Fund Audit
Contractor's software shall interface or be compatible with: <input type="checkbox"/> _____.

The Contractor's representative shall meet at least weekly with the Contracting Officer or his designated representative during the first month of
The site location for this operation shall be at a site within _____, on the premises of _____ installation, City and State. A total square footage of
The Contractor shall provide services at the following locations during the stated days and hours of operation:
Thirty percent (30%) of the agreed amount may be deducted from the unit price of a starting delay is more than sixty (60) minutes; twenty percent (20%)
Performance past the expiration date of this contract or any contract modifications authorizing an extension in writing does not make MCCS
a. Concession operations, at a minimum, shall operate during the following hours of operation unless otherwise stated in the Site delivery order or
Contractor shall not use the Marine Corps Installation premises, facilities, properties, or utilities to generate business for, or divert sales to, off-base
STATEMENT OF WORK. Contractor shall:
a. The MCCS COR must approve all signage in advance. The Contractor shall provide MCCS with its corporate advertising materials two to three weeks
place holder for future clause to be developed
When operating on the Courtyard, the Concessionaire shall operate from 10:00 am to 4:00 pm daily in designated locations only. Concessionaire may
This is a Blanket Purchase Agreement (BPA) between Marine Corps Community Services (MCCS) and Contractor (also referred to as Vendor
This BPA shall be in effect on the award date as stated in Block 20, Page 1, of this agreement for a period of one year, with 4 one-year option periods, unless
As used throughout this BPA, the following terms will have the meanings set forth below:
Ordering Agents and the MCCS activity(ies) they support are identified in Appointment Letters. The Contracting Officer will furnish the Vendor with
The MCCS is obligated only to the extent of BPA orders made by an authorized Ordering Agent. No individual order against this BPA shall exceed
The Vendor has the right to accept or refuse any order placed against this BPA. In the event that the Vendor refuses to accept an order made against
a. Ordering Agents may place orders by telephone, email, facsimile, other telecommunication methods, or by U. S. Mail for goods listed in Paragraph 1.



This is a negotiated Direct Delivery Agreement between the Marine Corps Community Services (MCCS)/Marine Corps Exchange (MCX) and Contractor
As used throughout this DDA, the following terms will have the meanings set forth below:
Agreement documents are listed in the order of precedence. In the event of any inconsistency between agreement documents, this list will be used to
a. The Vendor's regular commercial products, listed in the MSA at Attachment Two, will be available under this agreement unless specifically
Vendor shall provide adequate personnel to perform the services called for under this agreement. Vendor shall provide each MCCS/MCX Activity
UPCs are required on all items. Refer to the MCX Vendor Standards Guide and direct questions to the contracting officer or COR.
Refer to price marking instructions in the MCX Vendor Standards Guide.
Vendor will comply with shelf allocation and labeling procedures as outlined by facility manager and/or the POGS as appropriate. Failure to do so may
Refer to the MCX Vendor Standards Guide for requirements regarding Vendor Owned or provided equipment and fixtures.
This is a short-term concession contract between Marine Corps Community Services (MCCS) and Contractor (hereinafter referred to as Contractor or
Services To Be Provided by Concessionaire. The Concessionaire is authorized to operate a portable concession stand to sell " _____ " as
Unless otherwise agreed upon, Concessionaire is responsible for providing their own fixtures and displays to include tents, tables, racks, chairs and
Concessionaire's merchandise shall be presented in a neat and orderly manner at all times. Excess stock shall be kept underneath tables whenever
MCCS will provide event space and access to utilities for Concessionaire use, subject to availability. Communications and internet access may be available
The Concessionaire must comply with the health standards prescribed by installation regulations to include Installation Sanitation Regulations. All
This operation is the Concessionaires' and as such, all expenses shall be the sole responsibility of the Concessionaire. This includes all the necessary
Unless otherwise noted, the Contractor is liable and responsible for all costs of transportation, travel, materials, supplies, insurance, etc., that may be
Concessionaire agrees to adhere to MCCS's policy of customer satisfaction guaranteed and will be responsible for refunds to customers due to customer
Should the Concessionaire use employees in the performance of this agreement, the clauses below are applicable.

This project is to _____ at _____. The Contractor shall conform to all applicable state and local codes, ordinances, and regulations in
Pre-proposal site visits are scheduled for _____ date/time. The point of contact to confirm attendance at the pre-proposal site visit is _____ who
The Contractor must coordinate plans, progress meetings, and approvals as required with COR and Public Works Department.
The Contractor shall furnish all supervision, labor, materials, and equipment necessary to _____.
The Contractor shall be responsible for all work described herein. The Contractor shall promptly repair/replace any damage to structures, elements,
Contractor shall:
Contractor shall comply with the safety requirements of USACE EM 385-1 available at <a href="http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx">http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx</a> .
The Contractor guarantees all work and materials to be of top quality and free from defects for a period of one year after satisfactory completion and
Provide Contractor access to the site. The Contractor shall coordinate with the COR for access. No work will be performed on weekends unless the
This is an Individual Service Contract (ISC) contract for services specified and effective for the period stated in the contract. Performance will be made only
a. Performance past the expiration date of this contract or any contract modifications authorizing an extension in writing does not make MCCS
PERFORMANCE.
FACILITIES/LOCATION (ACNC 0502 SEP 2015)
HOURS OF OPERATION.
PERFORMANCE SPECIFICATIONS. With exception of regulation haircuts; barbers will cut hair in accordance with the customer's instructions. All
Contractor shall create a binder consisting of the a description of services provided, current contract price list and the Marine Corps Regulations
Qualifications and Training. All barbers employed by the contractor in the performance of this contract must be fully qualified to provide barber
Licensing. If the MCCS activity is located in a state without licensing requirements, employees providing barber services under this contract must
Sanitation and Hygiene
The local COR will designate in a Letter of Memorandum the number of chairs to be reserved for officers, if any. All services will be offered on a first-

a. Tipping shall be neither encouraged nor discouraged.
The authorized services to be provided at each Barber Shop shall be as listed in Attachment J. While definitions for each service may vary slightly in
a. The contractor will attractively display and sell items of contractor-owned merchandise to include an assortment of ethnic hair care products
a. Contractor will conspicuously post prices. Articles stocked for sale will be individually price marked. Price list and price marking maintenance is the
a. Contractor shall, at his own expense, assume the cost to: construct or remodel/renovate as required herein, the Site Delivery Order, or modification;
a. Health Examinations. Contractor personnel must meet the health standards prescribed by the Tri-Service Food Code (NAVMED P-5010-1)
Contractor personnel are prohibited from smoking, eating and drinking in the work areas. Eating and drinking will be confined to designated employee
a. Except as otherwise provided by MR or MCCA, the Contractor shall provide, install and maintain any equipment, furniture and fixtures necessary to
a. At all times relevant to this contract, title to all buildings and structural improvements shall vest with the Government. At no time shall Contractor
a. Where there is a commercial establishment of the same name as the concession operated within the local market area, defined as within a fifty (50)
a. Where there is a commercial establishment of the same name as the concession operated within the local market area, defined as within a fifty (50)
All serving trays, containers, packaging, napkins, beverage cups, eating utensils, straws, etc., shall be of the same commercial quality, design and size
If Contractor fails to complete renovations and/or open the facility(ies) per the Contract, except when such failure is caused by the Government or by an
a. Except as otherwise provided in this contract, neither MR/MCCA nor the U.S. Government shall be liable to the Contractor for termination of this
This contract (also referred to as "agreement") is between Marine Corps Community Services (MCCA) and the Contractor as identified on Page 1 of
a. The Contractor shall:
a. The Contractor shall remit commissions to the addresses listed in Attachment Two for hotel commissions no later than tenth (10) calendar day
This contract (also referred to as "agreement") is between Marine Corps Community Services (MCCA) and the Contractor as identified on Page 1 of
a. The Contractor shall:
a. Upon receipt of a proper invoice, MCCA will issue payment within 30 days by ACH deposit, check, or Government Purchase Card (GPC). MCCA

a. MCCS grants the Contractor the right to operate the concession identified in this contract aboard the participating locations identified in Section J, the
a. Contractor Maintenance Responsibilities. Contractor is responsible to accomplish ordinary running repairs needed from time-to-time, ensuring that Contractor Maintenance Responsibilities.
a. Contractor Maintenance Responsibilities. Contractor is responsible to accomplish ordinary running repairs needed from time-to-time, ensuring that
For the purpose of this contract, the term "property" unless otherwise stated, shall include equipment, vehicles, appliances, fixtures, furniture, machines,
For the purpose of this contract, the term "property" unless otherwise stated, shall include equipment, vehicles, appliances, fixtures, furniture, machines,
Contractor will, at his own expense, furnish tools of the trade and all supplies required for this contract, except as otherwise provided for in this contract.
Contractor will, at his own expense, furnish tools of the trade and all supplies required for this contract, except as otherwise provided for in this contract. For
a. The Contractor will be responsible for all utility costs associated with the contract, including gas, electric, water, sewer, telephone, trash disposal, cable,
The Contractor shall comply with the packaging and marking instructions set forth below. MR and MCX locations reserve the right to charge back excess
All supplies shall be shipped no later than 30 days after receipt of delivery order, unless otherwise stated in the delivery. No shipping costs made under
The Contractor shall pack all shipments to ensure safe delivery in standard packaging which meets the requirements of the National Motor
Markings by Contractor shall be clear and easily readable. Non-pertinent markings shall be covered or removed. As a minimum requirement,
a. Bill of Lading. Contractor shall complete the bill of lading in accordance with the rules of the National Motor Freight/Uniform Freight Classification.
Contractor shall include itemized packing list with shipment. Clearly mark order number on the outside of each carton.
Contractor shall comply with the packaging and marking instructions set forth below. MR and MCCS activities reserve the right to charge back excess costs
a. Food products ordered shall originate either in an establishment (1) listed in the Directory of Sanitarily Approved Food Establishments for Armed Forces
a. Items requiring "Protection from Heat" shall be shipped and stored at a temperature below 70 degrees Fahrenheit.
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
a. Vendor shall pack all products to ensure safe delivery and to prevent deterioration of contents and damages due to the hazards of shipping,
a. MCCS will maintain MCCS furnished premises including ordinary running repairs from origin points (e.g., facility electricity and water capabilities).
When MCCS will provide common area maintenance (CAM), as identified in writing for each participating location, the CAM generally includes the

<p>a. The Government has no obligation to provide any property or support other than that specified in this contract. Any government equipment made</p>
<p>a. The Contractor will be responsible for the professional quality, technical accuracy, and the coordination with the Contracting Officer or designee of all</p>
<p>intentionally blank</p>
<p>a. Definitions. "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized during</p>
<p>a. The Contractor agrees that an authorized representative of MR or MCCS shall have access, at all reasonable times, to inspect work performed under</p>
<p>The Contractor agrees that authorized representatives of MR will have access, at all reasonable times, to inspect the work performed under this contract.</p>
<p>The MR or MCCS activity representative will document acceptance upon review of the services and/or deliverables and determination of compliance</p>
<p>a. MCCS may perform surveillance to verify Contractor and Contractor's employees' compliance with the contract terms and to detect theft of funds or</p>
<p>a. The installation veterinarian or designee is responsible for the safety and quality assurance of the food supplied to all military installations. As such, all</p>
<p>In order for frozen items to be acceptable, all frozen items shall be packaged in accordance with this agreement and</p>
<p>a. In the event that an item is rejected, delivery tickets shall be annotated as to the item(s) rejected, and the rejected item shall be replaced with the same</p>
<p>The MCCS will accept or reject supplies as promptly as practical after delivery, unless otherwise provided in the BPA. The MCCS's failure to promptly inspect</p>
<p>The final decision with respect to interpretation of the sanitary, wholesome, or aesthetic significance of foreign material effects on the end product will remain</p>
<p>The Vendor warrants that the items delivered under this BPA are merchantable and fit for use for the particular purpose described in this BPA.</p>
<p>In any case where items or lots are to be returned (i.e., defective/nonconforming/overshipments), the agreement value of the</p>
<p>Vendors shall only provide merchandise listed on Attachment Two – Master Stock Assortment and POGS - List of Authorized Products, Prices, and</p>
<p>The contracting officer, COR, or installation personnel may conduct scheduled or unannounced inspections at reasonable times during the performance of</p>
<p>a. The contracting officer, COR, or installation personnel may conduct scheduled or unannounced inspections at reasonable times during the</p>
<p>MCCS has the right to inspect performance in progress to ensure that the terms of this contract are being met. Violations observed may be cause for</p>
<p>The Contracting Officer's Representative (COR), or his/her duly authorized representative will monitor the performances, understanding that such</p>
<p></p>
<p></p>

The Contractor shall submit deliverables prepaid to the following address: <input type="checkbox"/>
Deliverables under this contract, beyond the supplies and/or services described in Section C, shall consist of the following and shall be submitted as
a. The Contractor shall provide items and services specified in this contract to the COR at the following address:
Services shall be provided according to the specifications and requirements as defined in this contract. The Contractor will perform the tasks identified in
The Contractor shall perform the services described in this contract in a professional manner. Contractor warrants that upon and for a period of one
The measures of success for this contract will be the Contractor's ability to maintain a high standard of quality, acceptable speed of service, maintain
Services and products provided under this contract will be equal to those provided by first quality commercial operations. Contractor shall ensure the
Authorized patrons are those eligible to participate in MWR programs as listed in MCO P1700.27A (excerpt at Appendix D) which is available at
a. Contractor, at his own expense, shall provide a sufficient number of trained and qualified employees for the efficient performance of this contract.
a. Contractor, at his own expense, shall provide a sufficient number of trained and qualified employees for the efficient performance of this contract.
Contractor shall ensure employees have a favorable police background check prior to performing any work under this contract. Individuals who do not
a. This contract requires that Contractor personnel in performance of this contract may have direct physical or electronic access with minors. Contractor
a. This contract requires that Contractor personnel in performance of this contract that may have direct physical or electronic access with minors must
a. This contract requires Contractor personnel, in performance of this contract, that may have direct physical or electronic access with minors to successfully
a. In the performance of this contract, personnel may come in direct physical contact with minors. Contractor personnel providing services under
a. The Contractor is responsible to MCCS for establishing effective management controls to achieve the standards of operation established in
Access to U.S. military installations is a privilege that may be granted, denied, or withdrawn by the installation commander or their authorized
The Contractor is responsible for its compliance with the requirements for installation access as stated below and as provided by the COR.
a. Each Installation has specific security requirements and restrictions. The contractor and contractor employees shall comply with these requirements.
a. Inclement weather includes but is not limited to:
1. INSTALLATION ACCESS (PERMITS/PASSES). THE CONTRACTOR AND ITS EMPLOYEES MUST COMPLY WITH BASE REGULATIONS AND
All fees/monies owed MCCS for the sales reporting period shall be due and payable to MCCS Accounting Department no later than the 10th day of the
If MCCS Accounting Department is not in receipt of all fees/monies due by MCCS by close of business (4:30 p.m.) on the due date set forth in the

When Contractor has been delinquent in making monthly payment to MCCA for all fees/monies due for a total of three (3) occurrences at any time
Contractor may make fee payments any other monies owed MCCA by check. Should Contractor's check be returned from the financial institution for any
a. Contractor agrees to support MCCA's Customer Comment Program also known as Interactive Customer Evaluation (ICE) and will allow MCCA to place
Contractor agrees to support MCCA's Customer Comment Program and will allow MCCA to place an MCCA-provided Customer Comment card displays or
The Contractor shall provide supplies described in Sections B and any other required documentation to participating MCX activities as otherwise
MCCA, MCX activities, or other NAFIs (i.e., Other Federal Entities) will issue their own delivery order referencing this contract. The Contractor agrees that
The Contractor shall provide the deliverables and perform the services identified in this contract in a professional manner according to the highest
Delivery or performance shall be made to the location(s) identified on each delivery order.
The Vendor shall:
a. As advertising and promotions are an integral part of this contract, the Contractor will be required to provide an advertising and promotional program.
Contractor shall provide certification of the taxpayer identification number to the Contracting Officer prior to execution of this contract by completing and
The Contractor shall provide all office facilities, equipment, materials, personnel, and services to perform contract services unless specified
a. The Contractor is responsible for ensuring that each of its employees fully complies with the following provisions, and shall flow down to any subcontracts a clause to satisfy this contractual obligation.
This Contract, the Contractor and the Contractor's employees are subject to, and shall abide by and comply with, all applicable statutes, ordinances, laws and regulations. The Contractor agrees to observe and comply with, and
The hiring of Third Country Nationals (TCNs) (i.e., Non-Japanese and Non-Sofa Status Americans) presents special challenges. Introduction by U.S.
a. All signs posted by Contractor are subject to approval by the HQ and local COR, shall be professionally prepared, posted, and mounted, and shall
Contractor is responsible to MCCA for establishing internal control procedures consistent with the terms of this contract, and with MCCA directives for
a. Sales Transactions and Bookkeeping.
To effect the timely processing of Contractor's account, and to avoid delinquency and late penalty assessments on Contractor's account, the
The Contractor shall be responsible to pay utilities including gas, electricity, water, sewer, telephone, trash disposal, cable, internet (Wi-Fi) and any other
The Department of Defense Postal Regulations authorize Military Post Offices to process only official mail that is sent to military personnel or authorized
a. Contractor will be responsible for refunds to customers for customer dissatisfaction or for any overcharges to customers made on services

Should Contractor opt to maintain funds in the Contractor's on-installation facility during non-operational hours, Contractor will adhere to the installation's

Personal property left in or at the operation area will be promptly returned if the owner can be identified. If prompt return (within 24 hours) is not possible, the

Each year, by the anniversary date of the concession opening, the Contractor shall prepare and submit a report showing a comparison of the concession

a. Contractor may charge the patron for a dishonored check received from the patron, except the charge will not be applicable when:

INTENTIONALLY LEFT BLANK

INTENTIONALLY LEFT BLANK

Contractor certifies that it possesses the necessary knowledge, skills, education, experience, etc., to perform the services requested, to the degree of professionalism that would be expected from an individual or firm compensating Contractor for such services. Contractor shall provide to COR copies of all valid certifications, to include current CPR, aerobics and fitness certificates. Contractors providing fitness instruction services are required to possess one of the following certifications: Aerobics and Fitness Association of American (AFAA), American Council on Exercise (ACE), or American College of Sports Medicine (ACSM); specialty classes such as kickboxing, cycling or yoga require specialty certification.

Contractor certifies that it possesses the necessary knowledge, skills, education, experience, etc., to perform the services requested, to the degree

Contractor certifies that it possesses the necessary knowledge, skills, education, experience, etc., to perform the services requested, to the degree

a. Should the Contractor become suddenly incapacitated through no fault of his/her own, i.e., sudden illness or injury, etc., the Contractor will be paid for

a. Contractor shall wear clean, professional and modest attire. Modest is defined as no nude, sheer, mesh, or see through attire.

a. Contractor shall wear clean, professional and modest attire. Modest is defined as no nude, sheer, mesh, or see through attire.

a. The Contractor shall perform duties as listed below. MCCS may alter dates and hours of classes when necessary due to facility scheduling conflicts.

a. The Contractor and each member of the group will at all times while on any military installation conduct themselves in an acceptable manner and will

a. MCCS or the Contractor may cancel a scheduled performance with twenty-four (24) hours' or more notice. No payment will be provided for

a. Only the COR shall have the authority to postpone a class. The Contractor may recommend postponement when appropriate, such as inclement weather

Unless otherwise notified by the Contracting Officer, the following Federal holidays are recognized:



In the event of an emergency and/or absence, the Contractor will notify the COR. The Contractor is responsible for providing a substitute instructor. The
a. This contract is effective the date of contract award, as signed by the MR or MCCS contracting officer on the Contract Award Form, for a period of one
This agreement shall become effective upon the date of Contracting Officer's Signature on Page 1 of this Agreement and shall remain in effect for a period
This agreement shall become effective on the date the agreement is signed by the Contracting Officer, and shall remain in effect for one (1) year unless
a. This contract shall be effective on the date of award, and shall continue in effect until such time as the period of performance ends for each concession
The contract shall become effective on the date the contract is signed by both parties and shall remain in effect for a period of one (1) year; unless sooner
The contract shall become effective on the date the contract is signed by both parties and shall remain in effect through 30 October 2016; unless sooner
a. MR or MCCS may extend the term of this contract by written unilateral modification issued 30 days prior to the end of the current contract
a. Indefinite Quantity
(1) This is an indefinite-quantity contract for the supplies or services
a. The Contracting Officer will appoint a COR, in writing, to perform various duties during the term of the contract.
a. The Contracting Officer will appoint a COR, in writing, to perform various duties during the term of the contract, including but not limited to:
a. The Contracting Officer will appoint a Headquarters (HQ) COR and installation local CORs, in writing, to perform various duties during the term of
The contractor's invoice(s) shall reflect prices or fees as outlined in Section B. Refer to Section I of this contract for invoicing instructions. The contractor
All payments to MCCS must be made electronically. This secure method of payment is now available by visiting our website at _____. If
All payments to MCCS must be made to the address identified in Block 17 of Page 1 of this contract. A late payment penalty of twenty-five dollars (\$25.00)
a. Contractor shall submit the commission fee payment on or before the 15th day of the month for the preceding month's sales. When the 15th falls on
The Contractor has designated personnel to perform specific duties described in Section C of this contract. In the event that Contractor's
Refer to the MCX Vendor Standards Guide for requirements regarding Vendor Personnel and Representatives.
The prices established in this contract shall remain firm for the period of the contract. However, if Contractor offers to industry or government at large
a. In the event this contract requires travel to a destination that is not located within the metropolitan area of the Contractor's office, the Contractor's
The Contractor shall, at the Contractor's expense, attend the following meetings at the _____, location:
In the event that the Contractor is not awarded a follow-on contract, the Contractor agrees to cooperate with the incoming Contractor to minimize the

a. The Contractor shall, within thirty (30) days from contract expiration or termination, unless required sooner due to changeover of contract, settle its
a. The Contractor recognizes that the services under this contract are vital to MCCS and must be continued without interruption and that, upon contract
a. The Contractor shall procure and maintain, during the performance of this contract, insurance coverage listed below, with insurance companies
a. The Vendor shall procure and maintain, during the performance of this contract, insurance coverage listed below, with insurance companies
a. The Contractor shall procure and maintain, during the performance of this contract, insurance coverage listed below, with insurance companies
Contractor shall provide a certificate of insurance to MCCS evidencing that a current insurance policy is in effect during the period of the contract. Proof of
a. The Contractor's requirement for General Liability Insurance has been waived per MCCS ltr 7010, C37/2 did 18 May 95.
a. Federal Statute and Department of Defense (DoD) Procurement Policy encourage DoD Non-appropriated Fund Instrumentalities (NAFIs) to enter into
a. This Contract has a clause authorizing the Army and Air Force Exchange (AAFES) to make purchases of items and/or services at the agreed upon
The contract between the parties consists of this document, _____, and the following documents which are hereby incorporated by reference as if set forth
In the event of conflict between the provisions of PART I AND PART II of this contract, the provisions of PART I control.
In the event of a conflict among contract documents, the order of precedence shall be in descending order of importance: this contract document consisting
<b>INVOICING AND PAYMENT FOR DELIVERY ORDERS</b>
The Vendor shall submit, for billing purposes, a summary statement/invoice for the BPA not later than the 10th of each month for all deliveries made during
Payment will be made by MCCS not later than thirty (30) days after receipt of the summary invoice from the Vendor or in accordance with any prompt
Payment will be made by MCCS not later than thirty (30) days after receipt of the summary invoice from the Vendor or in accordance with any prompt
The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this
Refer to Invoicing and Payment instructions at the Vendor Standards Guide.
Method of payment will be by Government Purchase Card. Please email the invoice to the contract specialist.
The Contractor shall permit delivery/task orders (DOs/TOs) to be placed (oral or written) via Purchase Card (P-card), to include the NAF Purchase Card
The parties agree that a telephonically transmitted facsimile copy OR electronically transmitted copy (usually Microsoft PDF™) of this Contract,
The contractor's terms and conditions as attached are incorporated into and made a part of the contract between the parties. Because MCCS is a

(Applicable to Contracts of \$2,500 or less.) Except to the extent that an exemption, variation or tolerance would apply if this were a contract in excess

1. Service Contract Labor Standards (ACNH 0002, 3 Aug 2015)

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

a. If payment cardholder data is processed via a contractor's processor or via an MR or MCCS point of sale terminal or if card data is shared with

a. Contractor, subcontractor, merchants, and service providers shall be compliant with requirements as outlined in the latest version of Payment

This clause provides guidance concerning compliance with Homeland Security Presidential Directive (HSPD) 12 and Contractor Screening Policy

(Applicable to contracts for services performed in the United States, any U.S. territory, or the District of Columbia.) The following clause is applicable to

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

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

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Refer to www.usmc-

In reference to the Affirmative Action Compliance Requirements for Construction (GPC-055) contract clause, the current female goal is 6.9

The Marine Corps Seal, emblem (Eagle, Globe & Anchor), name, and initials (USMC) are the exclusive property of the United States Marine Corps.

a. The Marine Corps Exchange (MCX) is the owner of numerous trademarks and/or service marks including, but not limited to, "MCX" and "More Brands

The Contractor agrees to indemnify and hold harmless the Marine Corps Exchange and any other agency or instrumentality of the United States, and

a. MCCS will provide [Note: list what, if anything, MCCS will provide the Contractor; office space; electrical and phone access; etc. If there is a

a. Any information made available to the Contractor by MCCS shall be used only for the purpose of carrying out the provisions of this contract and shall

a. Public disclosure of information derived from or knowledge gained as a result of work under this contract whether by press release, word of mouth,

The provisions herein, together with the attachments, constitute the entire agreement between the Contracting Officer and the Contractor. No

The failure of MCCS to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this contract

This contract will be automatically terminated without cost or liability to either party in the event the military installation is deactivated, closed, or

In the event of conflict between the provisions of PART I AND PART II of this contract, the provisions of PART I control.

If applicable, the Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to

a. The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules

a. Pursuant to Marine Corps policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction

The operations hereunder, performed on the military installation by the Contractor, its representatives, agents or employees shall be subject to the
Contractor will not, in or about the premises of the military installation, engage in or permit gambling or the use of any device which savors gambling (such as
a. Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith
At installations where these services being contracted are provided by direct-hire employees of M CCS, Contractor shall give former M CCS employees,
The Contractor shall at all times provide adequate supervision of his employees to insure complete, satisfactory performance of all work in
a. M CCS and the Contractor understand and agree that the materials and services to be delivered under this contract by the Contractor to M CCS are
Intentionally left blank.
a. Definitions.
(a) Definitions. As used in this clause—
All analyses, evaluations, recommendations, notes and other work developed in the performance of this contract will be and remain the sole property of MR
Contractor shall comply with veterinary medical sanitation requirements as stated below and installation-specific instructions as provided by the
M CCS reserves the right not to purchase food items which are manufactured in an establishment which is operating under such unsanitary conditions as
By supplying merchandise to M CCS/MCX, Vendor warrants that it has complied with all applicable laws and regulations governing the
The Vendor is responsible for ensuring that each of its employees fully complies with the following provisions, and shall flow down to any
Any changes to this agreement must be made by written modification and executed by the M CCS Contracting Officer or Buyer.
Any portion of services scheduled under this agreement, may be cancelled by the Contracting Officer prior to performance, without advance notice in the
No party shall be responsible for events beyond its reasonable control such as Act of God, weather delays, Government restrictions, unforeseen
a. This Contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive
All information furnished by the MR to the Contractor shall remain the MR's property, shall be disclosed or duplicated only as authorized in writing by the
a. Technical Representative status may be extended to U.S. citizen employees (not ordinarily resident Japan) necessary for the execution of this
a. Contractor warrants that the commission rate(s) in this contract do not include any allowance for any contingency to cover increased costs for which
The sale of alcoholic beverages on Marine Corps installations must be consistent with the overriding need for military readiness, discipline and

The Contractor shall ensure that all alcoholic beverages served for consumption on site by the bottle are labeled with the US Government warning

a. Per Federal Information Processing Standard (FIPS) 199, MR or M CCS (also referred to as "government" throughout this clause) has determined this

The Contractor shall comply with:

a. The contractor shall develop and update mission criticality analysis(-es), vulnerability assessment(s), risk assessments(s), and identification and counter measurement implementation(s) for Mission-Critical Functions, the

a. Definitions. As used in this clause-

a. This contract is subject to Executive Order (EO) 13706 and to the regulations issued by the Secretary of Labor pursuant thereto at 29 CFR part

a. The Contractor is not an employee of the MR or M CCS and is not covered by Worker's Compensation, group life, accident or health insurance,

a. Contractors are prohibited from participating in club activities during scheduled hours of performance.

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

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

Marine Corps Community Services (M CCS) activities are an integral part of the Department of Defense, and are a Nonappropriated Fund

a. This clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may

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

This written contract includes the entire agreement between the parties.

MR and M CCS will not be bound by any oral or written representation not

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

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

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

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

The Contractor shall not represent in any manner, expressly or by implication, that items or services purchased or sold under this contract are
Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Contracting Officer. Any subcontractor used in
a. The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Construction Wage Rate Requirements (formerly known as
Contractor shall not assign its rights or delegate its obligations under this contract without the prior written consent of the Contracting Officer. □
Contractor is fully responsible for the actions of all contractor employees, agents, and representatives. Books and records of contractor representatives
Contractor assumes complete and sole liability for all federal, state, and local taxes applicable to the property, income, and transactions of the Contractor.
Contractor is responsible for determining the applicability of and for payment of all federal, state, host country, and local taxes applicable to the property,
At Contractor's own expense, Contractor shall obtain and pay all license fees, and comply with all municipal, and national laws, rules, ordinances, and
Contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and
The Contractor shall, without additional expense to the MR or MCCS, be responsible for obtaining any necessary licenses and permits, and for
Any failure by MR and MCCS at any time or from time to time to enforce or require strict performance of any terms or conditions of this contract will not
a. Contractor shall indemnify, hold harmless and defend MR and MCCS and all other agencies and instrumentalities of the United States, their agents,
The Contractor shall maintain, during any contract period, insurance coverage as stated in this contract, with insurance company(ies) acceptable to MR and
Contractor warrants that:
a. The items furnished shall be merchantable, and fit and sufficient for the
No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Contracting Officer.
Unless specified elsewhere, this contract does not establish Contractor as the sole supplier of goods or services to be provided on this military installation. □
Inspection and acceptance shall be made by MR and MCCS as stated in this contract, including:
a. Definition. "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
ā. Invoicing Instructions. In order to be considered proper invoices for purposes of the Prompt Payment Act, invoices must be submitted as follows: □
MR or MCCS may withhold payment for:
The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold
ā. This contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). All disputes arising under or relating to this contract will be
ā. Except as set out specifically elsewhere in the contract, Contractor shall be liable for costs to MR, MCCS and other agencies of the United States

The rights and remedies of MR and MCCS provided in this clause are in addition to any other rights and remedies provided by law or under other
a. This contract will be automatically terminated in the event of the discontinuance of the operations of MCCS without cost or liability to either
This contract may be terminated by acts of God, war or threat of war, national emergencies, and any other event(s) that is beyond the control of
The Contractor may terminate the contract early due to receipt of military orders or other reasons beyond the Contractor's control. The Contractor
a. This contract ends on its expiration date or the expiration date of any extensions thereto. The expiration date is the conclusion of the last day of
This contract may be terminated by acts of God, war or threat of war, national emergencies, and any other event(s) that is beyond the control of the parties to
No claim by Contractor may be considered unless submitted in writing to the Contracting Officer within 90 days after termination of performance under
The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any Federal
a. The Contractor agrees to comply with regulations of the Department of Labor contained in Title 41, Code of Federal Regulations, Chapter 60,
If this contract equals or exceeds \$10,000, and is not otherwise exempt, the Contractor agrees to comply with the regulations of the Department of
If the contract amount equals or exceeds \$10,000, and is not otherwise exempt, the Contractor agrees to comply with the regulations of the
Except as provided in 48 CFR 5222-3, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of
To the extent applicable, the Contractor will comply with the requirements of the Drug Free Workplace Act of 1988 (41 USC sec. 701, Pub. L. 100-690, as
If this contract is performed in whole or in part on premises owned or under the control of the United States Government, MR, or MCCS, the Contractor
a. Contractor shall provide and maintain work environments and procedures, which will safeguard the public and Government personnel,
a. This clause will apply to any contract in excess of \$100,000, and indefinite quantity contracts estimated to exceed \$100,000 in one year; however, it will
The Contractor will comply with all applicable Environmental Protection laws and regulations. Applicable regulations include, but are not limited to,
The Contractor shall comply with all federal, state and local regulations and abide by all installation and MCCS policies with regard to environmental
Contractor and any subcontractors shall be required to comply with applicable MR or MCCS identity verification procedures, installation access
Contractor shall be required to comply with applicable MR or MCCS identity verification procedures, installation access requirements, and security
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
MR and MCCS encourages Contractors/vendors to embrace, establish, and promote environmentally "Green Initiatives." The Contractor shall
DISPUTES (EXCHANGE)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements.

A breach of the contract clauses entitled Construction Wage Rate Requirements Act (previously known as Davis-Bacon Act), Contract Work

a. The Government suspends or debar Contractors to protect the Government/MR or MCCS's interests. The Contractor shall not enter into any

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the MR or MCCS

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or

The Contractor will be required to (a) commence work under this contract within seven calendar days (unless otherwise specified within this contract)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of

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

a. Overtime requirements. No Contractor or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in

a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and

a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years

a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed

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

All rulings and interpretations of the Construction Wage Rate Requirements (previously known as Davis-Bacon) and Related Regulations contained in 29

a. By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or

a. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas,

(a) Definitions. As used in this clause-

(n) The Contractor shall designate a responsible official to-

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

Except as otherwise provided, the Contractor agrees to indemnify the Government/MR or MCCS and its officers, agents, and employees against

a. This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers'

a. The Contractor shall submit one of the following payment protections:

a. The Contractor shall submit one of the following payment protections:



a. Definitions. As used in this clause—
a. "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building
a. The MR or M CCS shall pay the contract price as provided in this contract.
a. Notwithstanding any other payment terms in this contract, the MR or M CCS will make invoice payments and contract financing payments under the
(6) Additional interest penalty. (i) A penalty amount, calculated in accordance with subdivision a.(6)(iii)
(5) Notice to Contracting Officer. Notify the Contracting Officer upon— (i) Reduction of the amount of any subsequent certified application for
a. Method of payment. All payments by the MR or M CCS under this contract shall be made by electronic funds transfer (EFT), except as provided
a. General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the
a. The contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent
a. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of work, and that it has
a. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose
At all times during the performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or
The MR or M CCS or the Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The
a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site,
a. The Contractor shall confine all operations (including storage of materials) on MR or M CCS or Government premises to areas authorized or
a. The MR or M CCS or the Government shall have the right to take possession of any completed or partially completed part of the work. Before
The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the
a. The Government/MR or M CCS shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and
a. The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer,
The Contractor shall layout its work from established base lines and benchmarks indicated on the drawings furnished by the MR or M CCS, and
a. The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access
If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The
In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified

a. The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of
a. Definitions. As used in this clause— "Commercial item," has the meaning contained in the clause Definitions.
a. The Contractor shall sign a receipt for any property furnished by the MR or MCCS and upon expiration of this contract shall return such property to the
a. In addition to any other warranties in this contract, the contractor warrants, except as provided in paragraph j. of this clause, that work
a. If the Contractor refuses or fails to prosecute the work, or any separable part, with the diligence that will ensure its completion within the time specified
a. Upon receipt of a notice of protest (as defined in MCO 7010.20) or a determination that a protest is likely, the Contracting Officer may, by written
United States law will apply to resolve any claim of breach of this contract.
a. Any data required to be submitted on a Standard or Optional Form prescribed by this contract may be submitted on a computer generated version
If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and
a. Definitions. As used in this clause— "Component" means an article, material, or supply incorporated directly into a
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.
a. The Contractor agrees to comply with the clauses in this paragraph (a), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders
a. The Contractor will comply with all –
Except as otherwise provided in this contract, disagreements arising under this contract which are not resolved by the parties to this contract may be
The Contractor or subcontractor shall not permit any part of the work called for by this contract to be performed in buildings or surroundings or under
The Contractor shall at all times take care to protect and preserve all materials, supplies and equipment of every description and all work
Contractor shall comply with reporting requirements of 38 U.S.C. 4212(d) for VETS-4212 Federal Contractor Reporting. Refer to <a href="http://www.dol.gov/vets/vets4212.htm">http://www.dol.gov/vets/vets4212.htm</a> .
UNITED STATES MARINE CORPS (NONAPPROPRIATED FUNDS)
UNITED STATES MARINE CORPS (NONAPPROPRIATED FUNDS)
1. Delivery Instructions. (a) Include itemized packing list with shipment; (b)

a. The attached U.S. Department of Labor Wage Determination applies to the operation of a concession activity at the following location:
This statement of equivalent MCCA rates is required to be made by MCCA in accordance with Section 2(a)(5) of the Service Contract Act, but a successful
Attachment One
Attachment Two
Project: _____
[see form in ECM]
[see form in ECM]
a. Installation and MCCA: Name Location/address of concession:
a. Participating installations and address information:
J-11 Contractor's Company Information and Signatory Authority
The Contractor agrees to provide the following room types and rates to the NAFI for the validation period as outlined below: Hotel must complete items
Contractor shall provide the following tickets to MCCA for the validation period and at the prices listed below. Ensure description addresses ticket-specific
The Offeror, by checking the applicable box represents that it operates as _____ a corporation incorporated under the laws of the State of _____,
Offeror certifies that this proposal or any changes thereto is made without consultation, communication, or agreement for the purpose of restricting
(Applicable to solicitations for contracts which are expected to exceed \$10,000 and are covered by the Equal Opportunity clause. The Offeror
(Applicable to solicitations for contracts which are expected to exceed \$10,000 and are covered by the Equal Opportunity Clause.
The Offeror represents that (a) it _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment,
I. To the extent that this solicitation calls for the purchase by the MCCA of items not for resale which are for use within and outside the United States,
Contractor certifies that it possesses the necessary knowledge, skills, education, experience, etc., to perform the services requested, to the degree
Contractor certifies that it possesses the necessary knowledge, skills, education, experience, etc., to perform the services requested, to the degree
a. Definition. "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared

Refer to ECM for clause language. This is a bulk clause consisting of ACNK 0001, ACNK 0002, ACNK 0003, ACNK 0004, ACNK 0005, and ACNK 0006
Refer to ECM for clause language. This is a bulk clause that is the same as ACNK 1000, except it does NOT include ACNK 0006
As used herein:
a. Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the offeror's risk.
Any prospective offeror desiring an explanation or interpretation of the solicitation, Section C Statement of Work, specifications, etc., must request
Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment
a. Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2)
a. Offers and modifications thereof shall be submitted in sealed envelopes or packages, or by electronic methods as described below, to the office
Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the
a. A late proposal is defined as any proposal or amendment received at the office designated in the solicitation after the exact time and date set in the
a. The MCCS will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most
General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40
Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (a) the Schedule of Work (excluding the
Offerors may inspect the site(s) (the property) where the services are to be performed to satisfy themselves as to all general and local conditions that may
Proprietary Information. MCCS will not be bound by any language in any offer purporting to limit MCCS's right to use or to disclose any offer or any
a. Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose,
Electronic or facsimile offers will not be accepted in response to the solicitation.
Electronic or facsimile offers will be accepted in response to the solicitation.
MR/MCCS contemplates award of a negotiated Firm-Fixed price contract resulting from this solicitation unless an existing government contract is
By submitting a response to this solicitation, the Offeror certifies that it has sufficiently trained personnel to perform the work required. In addition to the

The MCCA shall not be liable for any costs incurred by the offerors in submitting offers in response to this solicitation, including any site visits by
The proposal package must include the specified information and a minimum of _____ for the Technical Proposal; _____ of the Price Proposal; and
Questions on the solicitation shall be submitted by the Offeror in writing and reference the pertinent solicitation paragraph(s). Questions will only be
<ul style="list-style-type: none"> <li>a. All offers submitted in response to this RFP shall be submitted, in a sealed envelope, marked in the lower left hand corner as follows:</li> </ul>
<ul style="list-style-type: none"> <li>a. Proposals will not be considered if submitted by brokers, active duty military personnel or U.S. Government employees. This prohibition includes</li> </ul>
MR and MCCA reserve the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth or
Offerors who include information in their proposal that they do not want disclosed to the public for any purpose or used by the Department of Defense
<ul style="list-style-type: none"> <li>a. Protests, as defined in Marine Regulation MCO 7010.20, MCCA NAF Procurement Policy, are to be filed directly with the Contracting Officer as</li> </ul>
Offerors shall include the following requirements in the technical proposal submittal:
Refer to ECM for clause language. This is a bulk clause that consists of multiple Section L clauses.
This is a Best Value Procurement. MR/MCCA plans to make a single award to the Offeror determined to be the best value and most advantageous to
This is a Best Value Procurement. MR/MCCA MAY AWARD ONE OR MORE CONTRACTS to the Offeror(s) determined to be the best value and most
<ul style="list-style-type: none"> <li>a. Unless all Proposals are rejected, award will be made to the Offeror that submitted a conforming Proposal that is determined, using the Evaluation</li> </ul>
All proposals of responsible offerors will be evaluated based on the weighted factors set forth below listed in descending order of importance.
<ul style="list-style-type: none"> <li>a. Except when it is determined not to be in MR/MCCA best interests, MR/MCCA will evaluate optional items for award purposes by adding the total</li> </ul>
Determination of a realistic price will be used to determine the offeror's understanding of the requirements set forth in the solicitation and to assess
Determination of a realistic commission/price will be used to determine the offeror's understanding of the requirements set forth in the solicitation and to
No information regarding proposals received will be furnished prior to completion of evaluations, negotiation and award of the contract. <input type="checkbox"/>
<ul style="list-style-type: none"> <li>a. Notification of Selection. The Contracting Officer will notify the selected offeror upon completion of the selection process. <input type="checkbox"/></li> </ul>
Other provisions notwithstanding, award shall be made to a _____ single offeror or one or more offeror(s) who has/have submitted an offer that
Refer to ECM for clause language. This is a bulk clause that consists of all Section L clauses.

This order is issued by U.S. Marine Corps, Nonappropriated Funds, Marine Corps Community Services (MCCS): [BTV Owing Organization]
Date: [BTV Issue Date]
Delivery Order Number: [BTV Delivery Order Number] is issued against, and subject to the terms and conditions of, [BTV Parent Contract Number].
Purchase Order Number: [BTV Purchase Order Number].
Contract Number: [BTV Contract Number].
To: [BTV Supplier]
Deliver to: [BTV Ship To/Delivery Address]
[Lines Clause]
Freight [BTV Freight charge]
Total [total of lines and freight]
This delivery order [BTV Delivery Order Number] is issued against, and subject to the terms and conditions of, Contract [BTV Parent Contract
This purchase order is subject to the Purchase Order General Provisions (MCCS) - Mar 09 as posted at <a href="http://www.usmc-mccs.org">www.usmc-mccs.org</a> >> Business Partners >>
This purchase order is subject to the MCX General Provisions for Retail Merchandise - Jun 10 and MCX Special Provision for Retail Merchandise - Jun
This contract is subject to the terms and conditions included in Sections C-K of this contract.
The technical Point of Contact (POC) is [BTV technical POC] who may be reached at [BTV technical POC phone and email].
In the event changes or modifications are required or if unable to deliver as requested, notify the contracting office, [BTV Contract Specialist] at [BTV Deliver [BTV "on" or "by" or "see below"]]: [BTV Delivery Date]
Discount Terms: [BTV Invoice Terms]
FOB/Shipping Terms: [BTV FOB] [BTV Shipping Terms]
_____ If checked, Contractor is required to sign and return to the address in block 1. Signature of Authorized Contractor Representative:
Contractor shall send invoices, referencing the order or contract number, to:

Signature of Authorized NAF Contracting Officer: \_\_\_\_\_  
Date: \_\_\_\_\_

Accounting: [BTV account codes]

FOR INTERNAL USE ONLY: (Receipt and acceptance to be completed by requesting branch.)

This order is tax exempt.

Contractor shall list the order number on all cartons, packing slips, and invoices.

This section is intentionally left blank.

Total Contract Value: \$

1. The United States Marine Corps, Marine Corps Community Services (MCCS), requests a quote for the items/services listed in the below Contract

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

CONTRACT / ORDER FORM

J-1

The Offeror represents and certifies as part of the offer that: (Check or complete all applicable items. Return this section with your proposal.)

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SOLICITATION FORM
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