

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 1. CHANGES TO THIS CONTRACT

1.1. The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor effects any such change at the direction of any person other than the CO, 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 costs incurred as a result thereof.

1.2. Contractual problems, of any nature, which might occur during the life of the contract must be handled in conformance with public laws and regulations and must be referred to the CO for resolution. Only the CO is authorized to formally resolve such problems. Therefore, the Contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO. Any request for contract changes/modification shall be submitted to the CO. **Conflicts, discrepancies or ambiguities brought to the attention of the CO AFTER award of contract WILL NOT be considered as a basis for a change in the work.**

### 2. ORDERING

2.1. Any supplies or services to be furnished under this contract shall be ordered by the issuance of delivery orders by individuals or activities.

2.2. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

### 3. TYPE CONTRACT

3.1. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the supplies or services specified, and effective for the period stated, in the Schedule. Supplies and services specified in Section B, are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the NAFI's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

3.2. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. Subject to any limitations in the Delivery Order Limitation Clause or elsewhere in the contract, the Contractor shall furnish to the NAFI all supplies or services specified in the Ordering Clause. The NAFI may issue orders requiring delivery to multiple destinations or performance at multiple locations.

3.3. Any order issued during the effective period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and NAFI's rights and obligations with respect to that order to the same extent as if the order was completed during the contract's effective period; provided, the delivery order was written prior to the contract expiration date.

#### **4. DELIVERY ORDER LIMITATIONS**

4.1. Minimum Order: When the NAFI requires supplies or services covered by this contract in an amount of less than \$1.00 each, the NAFI is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contractor.

4.2. Maximum Order: The Contractor shall not be obligated to honor:

4.2.1. Any order for a single item in excess of \$500,000.00;

4.2.2. Any order for a combination of items in excess of \$1,000,000.00; or

4.2.3. A series of orders from the same ordering office within 120 days, which in aggregate call for quantities exceeding the limitation on subparagraph (1) or (2) above.

4.3. Notwithstanding paragraph 4.2, 4.2.1., and 4.2.2., above, the Contractor shall honor any order exceeding the maximum limitations in paragraph 4.2.1., and 4.2.2., unless that order (or orders) is returned to the ordering office within 10 days, after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the NAFI may acquire the supplies or services from another source.

#### **5. OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Contracting Officer may extend the term of this contract by giving written notice of renewal to the Contractor within the period specified in the schedule; provided that the Contracting Officer shall have given preliminary notice of the NAFI's intention to renew at least sixty (60) days before this contract is to expire. The preliminary notice does not commit the NAFI to a renewal. If the NAFI exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. The total duration of this contract, including the exercise on any options under this clause, shall not exceed ten (10) years. Any price changes for the option period(s) will be negotiated before the option is exercised.

#### **6. ECONOMIC PRICE ADJUSTMENT**

The contract price schedule or any single item listed in it may, at the direction of the Contracting Officer, be increased upon the Contractor's request in writing to the Contracting Officer, and the contract shall be modified accordingly, provided that:

6.1. The price for any item in the contract price schedule shall not be increased for any

contract year by more than the national consumer price index (CPI).

6.2. The requested increase is based solely upon significant increases in the Contractor's normal labor and/or material costs. The increased contract price will be effective upon approval of the Contracting Officer.

## **7. ADDITIONAL USERS**

7.1 The Contracting Officer may add other Department of Defense components or agencies to this contract at any time during its duration. The Air Force Lodging activities are primary users of this contract.

7.2. Any Federal Government NAFI is authorized to place orders against the contract. Federal Government NAFIs will reference the contract number when placing orders. Ordering activities are obligated only to the extent of orders(s) placed against this contract

## **8. SUPERVISION AND CONTROL**

8.1. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

8.2. The Schedule (excluding the specifications)

8.3. Representations and other instructions

8.4. Contract clauses

8.5. Other documents, exhibits, and attachments

8.6. The specifications

## **9. PERIODIC PROGRESS MEETINGS**

Contracting personnel, and other NAFI personnel, as appropriate, may be required to meet periodically with the Contractor to review contract progress and performance. At these meetings, the Contractor must inform the NAFI of any performance problems.

## **10. ANNUAL USAGE REPORT**

At the end of each performance period, The Contracting Officer will request an annual usage report from the contractor, which includes the number of orders received and aggregate dollar value of the orders for each branch of military service (Air Force, Army, Navy, Marines and Coast Guard). Failure to submit the annual report within the requested time frame may result in termination of this contract.

## **11. PERFORMANCE ALLOWANCE**

An additional discount of \_\_\_\_\_% per schedule, Section B, is offered as a performance allowance to the NAFI, which will be applied to the actual aggregate sales under the agreement. The performance allowance amount is based on a sliding scale of sales during the reporting period and is due with the usage report. The amount due shall be paid by check payable to:

AFSVC/WISEA  
c/o AFNAF Procurement Office

The check should be mailed to:

AFSVC/VPCL  
2261 Hughes Ave, Ste. 156  
JBSA Lackland, TX 78236-9854

## **12. CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS**

12.1. Delivery vehicles are subject to search by Security Forces personnel. All tools, including assembly tools, must be secured within a toolbox in the trailer of the vehicle and should not be transported on base in the cab of the vehicle. All personnel accessing the Air Force Base will be held to safety/security rules of engagement when entering and while on base. These rules include a ban on weapons to include firearms, loaded or otherwise, and the transport of any explosive material.

12.2. The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor- furnished, contractor identification badges while visiting or performing work on the installation.

12.3. The contractor shall submit a written request on company letterhead to the lodging manager listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The lodging manager will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate, to obtain a vehicle pass.

12.4. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

12.5. When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management citing the appropriate paragraphs as applicable.

12.6. Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

12.7. Failure to comply with these requirements may result in withholding of final payment.

### **13. MOTOR VEHICLE OPERATION ON BASE**

13.1. Contractor personnel are advised that seat belt usage is mandatory at all times on Base. Installation Instruction - Security, Motor Vehicle Traffic Supervision states that failing to utilize seat belts or other restraints while moving will result in the issuance of a 7-day driving suspension and the individual's traffic history on respective AFB being assessed points for the first offense. Repeated offenses on will result in the loss of on-base driving privileges and could have an adverse effect on your ability to perform your contract. Air Force Motor Traffic Supervision, prescribes that installation commanders must ensure drivers comply with state and local traffic laws both on and off base. Accordingly, while on the Air Force facility, operators and passengers must wear restraints and may be ticketed by security personnel for failure to comply. In addition, the following administrative penalties, as a minimum, will be imposed on drivers who are cited for speeding 10 mph - 15 mph over base housing posted speed limits: the first offense will result in the issuance of a 7-day driving suspension and the individual's traffic history being assessed points.

13.2. Contractor personnel are advised that vehicle operators on a DoD installation and operators of Government owned vehicles will not use cell phones unless the vehicle is safely parked or unless they are using a hands-free device. The wearing of any other portable headphones, earphones, or other listening devices (except for hands-free cellular phones) while operating a motor vehicle is prohibited (DoD Joint Motor Vehicle Traffic Supervision Regulation, paragraph 4-2). Using a cell phone while driving, without a hands free device will be considered a "primary offense", meaning that violators are subject to being stopped and ticketed solely for this offense and the individual's traffic history on Air Force Installations being assessed points for the first offense. Repeated offenses on will result in the loss of on-base driving privileges and could have an adverse effect on your ability to perform your contract.

### **14. WORK SCHEDULE**

Working hours for the contractor will normally be between the hours of 7:00 A.M. and 4:00 P.M. local time, excluding Saturdays, Sundays, and Federal holidays (unless otherwise specified). If the contractor desires to work during periods other than above, additional

Government inspection forces may be required. The contractor must notify the Contracting Officer (CO) four days in advance of this intention to work during other periods. This allows assignment of additional inspection forces when the CO determines that they are reasonably available. If such force is reasonably available, the CO may authorize the contractor to perform in excess of their normal duty hours/days solely for the benefit of the contractor, the actual cost of the inspection at overtime rates will be charged to the contractor. These adjustments to the contract price may be made periodically as directed by the CO.

#### LEGAL HOLIDAYS OBSERVED AT MILITARY INSTALLATIONS

* New Year's Day		1 January
Martin Luther King's Birthday		Third Monday in January
President's Day		Third Monday in February
Memorial Day		Last Monday in May
*Juneteenth Day		19 June
*Independence Day		4 July
Labor Day		First Monday in September
Columbus Day		Second Monday in October
* Veterans Day		11 November
Thanksgiving Day		Fourth Thursday in November
*Christmas Day		25 December
* The above marked Federal holidays which fall on Saturday or Sunday will be observed either on Friday or Monday.		

### 15. ANTI-TERRORISM INFORMATION AND CONSIDERATIONS

15.1. Base Entry: All contractor vehicles will enter through the Primary entry point and have a proper vehicle search conducted. Exceptions to this policy will be coordinated through the Contracting Officer and appropriate Security Forces personnel.

15.2. Areas Off Limits: The restricted areas are off limits unless given specific permission, an escort, or work is to be performed in the area. Travel to and from the worksite will be made by the most direct route possible.

15.3. Force Protection Conditions (FPCONS): FPCONS describe the progressive level of countermeasures in response to a terrorist threat to US military facilities and personnel. Force Protection Condition measures are used to deter terrorist attacks on DoD facilities and personnel by:

15.3.1. Varying routines.

15.3.2. Being sensitive to changes in the security atmosphere around DoD facilities and personnel.

The five FPCONS are defined as the following:

**Normal:** This condition applies when a general global threat of possible terrorist activity exists and warrants a routine security posture

**Alpha:** This condition applies when a general threat of possible terrorist activity against personnel and facilities, the nature and extent of which are unpredictable.

**Bravo:** This condition applies when an increased and more predictable threat of terrorist activity exists

**Charlie:** This condition applies when an incident occurs or intelligence is received indicating some form of terrorist action or targeting against personnel or facilities is likely.

**Delta:** This condition applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is imminent.

Contractors may be asked to leave the base or not be allowed to enter the base when in elevated FPCONS.

For further information concerning FPCONS, contact the contracting administrator or Contracting Officer for additional guidance.

15.4. Contractors identified as mission essential, have been briefed on additional duties and responsibilities associated with increased FPCONS.

15.5. Suspicious Activities/Stolen Equipment: Please report any suspicious activity or stolen equipment to base Law Enforcement.

15.6. Searches/Spot Checks: During increased Random Force Protection Measures (RAMs) contractors and their equipment are subject to search via RAMs at any time. Spot checks may also be conducted due to RAMs.

15.7. Identification: Contractor personnel must keep base issued identification on their person while working on base.

## 16. SALES TAX

**Air Force Lodging is** exempt from paying state and local taxes on purchases that it makes per the United States Constitution.