

Clause Title	Clause Verbiage
ACNH 0001 SERVICE CONTRACT ACT (FEB 2014)	(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
ACNH 0002 SERVICE CONTRACT LABOR STANDARDS (SCLS) (3 AUG 2015)	1. Service Contract Labor Standards (ACNH 0002, 3 Aug 2015) a. The Contractor is advised that this procurement is subject to the requirements of:
ACNH 0003 PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS) CLAUSE FOR SERVICE AND REVENUE GENERATING CONTRACTS (JUL 2015)	a. Contractor, subcontractor, merchants, and service providers shall be compliant with industry requirements as outlined in the current for Payment Card Industry Data Security Standards (PCI DSS) version standards; refer to
ACNH 0003-a PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS) CLAUSE FOR INFORMATION TECHNOLOGY CONTRACTS (JULY 2015)	H-1 PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS) (24 Jul 2015)
ACNH 0004 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	This clause provides guidance concerning compliance with Homeland Security Presidential Directive (HSPD) 12 and Contractor Screening Policy
ACNH 0005 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (APR 2012)	(Applicable to contracts for services performed in the United States, any U.S. territory, or the District of Columbia.) The following clause is applicable to
ACNH 0006 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT FOR	a. This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
ACNH 0007 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (OCT	a. This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining
ACNH 0010 INCORPORATE BY REFERENCE (AUG 2014)	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-
ACNH 0011 AFFIRMATIVE ACTION GOALS (DEC 2007)	In reference to the Affirmative Action Compliance Requirements for Construction (GPC-055) contract clause, the current female goal is 6.9
ACNH 0012 UNITED STATES MARINE CORPS LOGO MERCHANDISE (JUN 2010)	The Marine Corps Seal, emblem (Eagle, Globe & Anchor), name, and initials (USMC) are the exclusive property of the United States Marine Corps.
ACNH 0013 MARINE CORPS EXCHANGE TRADEMARKS AND SERVICE MARKS (JUN 2010)	a. The Marine Corps Exchange (MCX) is the owner of numerous trademarks and/or service marks including, but not limited to, "MCX" and "Core
ACNH 0014 INDEMNITY - RESALE MERCHANDISE (JUN 2010)	The Contractor agrees to indemnify and hold harmless the Marine Corps Exchange and any other agency or instrumentality of the United States, and

ACNH 0015 MCCS PROVIDED SERVICES AND SUPPORT	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
ACNH 0016 DISCLOSURE OF INFORMATION	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
ACNH 0017 PUBLIC DISCLOSURE OF WORK UNDER THIS CONTRACT	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,
ACNH 0018 MODIFICATION	The provisions herein, together with the attachments, constitute the entire agreement between the Contracting Officer and the Contractor. No
ACNH 0019 WAIVER	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
ACNH 0020 TERMINATION FOR DISCONTINUANCE OF OPERATIONS	This contract will be automatically terminated without cost or liability to either party in the event the military installation is deactivated, closed, or realigned
ACNH 0021 PRECEDENCE	In the event of conflict between the provisions of PART I AND PART II of this contract, the provisions of PART I control. <input type="checkbox"/>
ACNH 0022 PRIVACY ACT NOTIFICATION (Jan 2008)	If applicable, the Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject
ACNH 0023 PRIVACY ACT (Feb 2008)	H-2.1 The Contractor agrees to: <input type="checkbox"/> <input type="checkbox"/>
ACNH 0024 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES	a. Pursuant to Marine Corps policy applicable to both Government and Contractor personnel, measures will be taken to prevent the introduction
ACNH 0025 OPERATIONS ON A MILITARY INSTALLATION	The operations hereunder, performed on the military installation by the Contractor, its representatives, agents or employees shall be subject to the
ACNH 0026 PROHIBITED ACTIVITIES	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
ACNH 0027 NONDISPLACEMENT OF QUALIFIED WORKERS (FEB 2014)	a. Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good
ACNH 0027-a FORMER MCCS EMPLOYEE HIRING CONSIDERATION (SEP 2015)	At installations where these services being contracted are provided by direct-hire employees of MCCS, Contractor shall give former MCCS employees,
ACNH 0028 MANAGEMENT CONTROLS	The Contractor shall at all times provide adequate supervision of his employees to insure complete, satisfactory performance of all work in
ACNH 0029 MCCS - CONTRACTOR RELATIONSHIP	a. MCCS and the Contractor understand and agree that the materials and services to be delivered under this contract by the Contractor to MCCS are

ACNH 0030 INTENTIONALLY LEFT BLANK	Intentionally left blank.
ACNH 0031 RIGHTS IN DATA--SPECIAL WORKS (APR 2014)	a. Definitions.
ACNH 0032 DATA TO BECOME PROPERTY OF MR (APR 2014)	All analyses, evaluations, recommendations, notes and other work developed in the performance of this contract will be and remain the sole
ACNH 0033 INSTRUCTIONS FOR PERISHABLE FOOD ITEMS (OCT 2014)	Contractor shall comply with veterinary medical sanitation requirements as stated below and installation-specific instructions as provided by the
ACNH 0034 APPROVED FOOD SOURCES (OCT 2014)	MCCS reserves the right not to purchase food items which are manufactured in an establishment which is operating under such unsanitary conditions as
ACNH 0035 CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS (OCT 2014)	By supplying merchandise to MCCS/MCX, Vendor warrants that it has complied with all applicable laws and regulations governing the manufacture,
ACNH 0036 VENDOR AND EMPLOYEE COMPLIANCE WITH INSTALLATION RULES AND REGULATIONS (OCT 2014)	The Vendor is responsible for ensuring that each of its employees fully complies with the following provisions, and shall flow down to any
ACNH 0037 MODIFICATIONS (OCT 2014)	Any changes to this agreement must be made by written modification and executed by the MCCS Contracting Officer or Buyer.
ACNH 0038 CANCELLATION (OCT 2014)	Any portion of services scheduled under this agreement, may be cancelled by the Contracting Officer prior to performance, without advance notice in the
ACNH 0039 FORCE MAJEURE (OCT 2014)	No party shall be responsible for events beyond its reasonable control such as Act of God, weather delays, Government restrictions, unforeseen
ACNH 0040 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEC 2014)	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
ACNH 0041 MR FURNISHED INFORMATION (DEC 2014)	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
ACNH 0042 JAPAN ONLY: LOGISTIC SUPPORT/PRIVILEGES-TECHNICAL REPRESENTATIVES (JAN 2015)	a. Technical Representative status may be extended to U.S. citizen employees (not ordinarily resident Japan) necessary for the execution of this
ACNH 0043 PRICE OR EQUITABLE ADJUSTMENT - CONTRACTOR'S PERSONNEL WAGES (SEP 2015)	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
ACNH 0044 SALE OF ALCOHOLIC BEVERAGES (OCT 2015)	The sale of alcoholic beverages on Marine Corps installations must be consistent with the overriding need for military readiness, discipline and
ACNH 0045 ALCHOLIC BEVERAGES - CONTRACTOR REQUIREMENTS (OCT 2015)	The Contractor shall ensure that all alcoholic beverages served for consumption on site by the bottle are labeled with the US Government

ACNH 0100 EMPLOYER-EMPLOYEE RELATIONSHIP (INDIVIDUAL SERVICE CONTRACT DEC 2014)	a. The Contractor is not an employee of the MR or MCCS and is not covered by Worker's Compensation, group life, accident or health insurance,
ACNH 0101 SPECIAL PROVISIONS (INDIVIDUAL SERVICE CONTRACT DEC 2014)	a. Contractors are prohibited from participating in club activities during scheduled hours of performance.
ACNI 0001 DEFINITIONS (APR 2012)	As used throughout this contract, the following terms shall have the meaning set out below: <input type="checkbox"/>
ACNI 0001-A DEFINITIONS (BARBER) (JAN 2015)	As used throughout this contract, the following terms shall have the meaning set out below:
ACNI 0002 LEGAL STATUS (SEP 2014)	Marine Corps Community Services (MCCS) activities are an integral part of the Department of Defense, and are a Nonappropriated Fund Instrumentality
ACNI 0003 EXAMINATION OF RECORDS (MAR 2009)	a. This clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor
ACNI 0004 OFFICIALS NOT TO BENEFIT (MAR 2009)	No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise
ACNI 0005 GRATUITIES (MAR 2009)	a. The MR or MCCS may terminate the right of the Contractor to proceed if, after notice and hearing, the agency head or designee determines that the
ACNI 0006 ORAL REPRESENTATIONS (MAR 2009)	This written contract includes the entire agreement between the parties. MR and MCCS will not be bound by any oral or written representation not
ACNI 0007 CHANGES (APR 2012)	The Contracting Officer may at any time, by a written order, make changes within the general scope of the contract, in any one or more of the following:
ACNI 0007-a CHANGES FOR BPAs (OCT 2014)	The Contracting Officer may make administrative changes to this agreement unilaterally. All other changes shall be bilateral and require the signatures of
ACNI 0008 REPRESENTATIONS (MAR 2009)	The Contractor shall not represent itself to be an agent or representative of MR, MCCS or any other agency or instrumentality of the United States. <input type="checkbox"/>
ACNI 0009 ADVERTISEMENTS (MAR 2009)	The Contractor shall not represent in any manner, expressly or by implication, that items or services purchased or sold under this contract are

ACNI 0010 SUBCONTRACTING (MAR 2009)	Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Contracting Officer. Any subcontractor used
ACNI 0010-a SUBCONTRACTS (LABOR STANDARDS) (SEP 2014)	a. The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Construction Wage Rate Requirements (formerly known as
ACNI 0011 ASSIGNMENT (MAR 2009)	Contractor shall not assign its rights or delegate its obligations under this contract without the prior written consent of the Contracting Officer.□
ACNI 0012 REPRESENTATIVES (MAR 2009)	Contractor is fully responsible for the actions of all contractor employees, agents, and representatives. Books and records of contractor
ACNI 0013 TAXES (MAR 2009)	Contractor assumes complete and sole liability for all federal, state, and local taxes applicable to the property, income, and transactions of the Contractor.
ACNI 0013-a TAXES (REV GEN) (JAN 2015)	Contractor is responsible for determining the applicability of and for payment of all federal, state, host country, and local taxes applicable to the property,
ACNI 0014 PERMITS AND LICENSES (MAR 2009)	Contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and
ACNI 0014-a PERMITS AND RESPONSIBILITIES (SEP 2014)	The Contractor shall, without additional expense to the MR or MCCS, be responsible for obtaining any necessary licenses and permits, and for
ACNI 0015 NON-WAIVER OF DEFAULTS (MAR 2009)	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
ACNI 0016 INDEMNIFY AND HOLD HARMLESS (MAR 2009)	a. Contractor shall indemnify, hold harmless and defend MR and MCCS and all other agencies and instrumentalities of the United States, their agents,
ACNI 0017 INSURANCE (MAR 2009)	The Contractor shall maintain, during any contract period, insurance coverage as stated in this contract, with insurance company(ies) acceptable
ACNI 0018 WARRANTY (MAR 2009)	Contractor warrants that:□ a. The items furnished shall be merchantable, and fit and sufficient for the
ACNI 0019 ITEM SUBSTITUTION AND VARIATION IN QUANTITY (MAR 2009)	No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Contracting Officer.□
ACNI 0020 NON-EXCLUSIVE CONTRACT (MAR 2009)	Unless specified elsewhere, this contract does not establish Contractor as the sole supplier of goods or services to be provided on this military
ACNI 0021 INSPECTION AND ACCEPTANCE (MAR 2009)	Inspection and acceptance shall be made by MR and MCCS as stated in this contract, including:□
ACNI 0021-a INSPECTION OF CONSTRUCTION (SEP 2014)	a. Definition. "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.

ACNI 0022 INVOICING AND PAYMENT (MAR 2009)	a. Invoicing Instructions. In order to be considered proper invoices for purposes of the Prompt Payment Act, invoices must be submitted as
ACNI 0023 WITHHOLDING (MAR 2009)	MR or MCCS may withhold payment for: <input type="checkbox"/> <input type="checkbox"/>
ACNI 0023-a WITHHOLDING (SEP 2015)	The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold
ACNI 0024 DISPUTES (MCCS) (MAR 2009)	a. This contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). All disputes arising under or relating to this contract will be
ACNI 0025 CONTRACTOR LIABILITY (MAR 2009)	a. Except as set out specifically elsewhere in the contract, Contractor shall be liable for costs to MR, MCCS and other agencies of the United States
ACNI 0026 TERMINATION (MAR 2009)	The rights and remedies of MR and MCCS provided in this clause are in addition to any other rights and remedies provided by law or under other
ACNI 0026-A TERMINATION (OCT 2014)	a. This contract will be automatically terminated in the event of the discontinuance of the operations of MCCS without cost or liability to either
ACNI 0026-B TERMINATION (OCT 2014)	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
ACNI 0026-C TERMINATION DUE TO REASONS BEYOND CONTROL (SEP 2015)	The Contractor may terminate the contract early due to receipt of military orders or other reasons beyond the Contractor's control. The Contractor
ACNI 0026-D TERMINATION - CONCESSION (SEP 2015)	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
ACNI 0027 REQUESTS FOR MONETARY OR OTHER RELIEF (MAR 2009)	No claim by Contractor may be considered unless submitted in writing to the Contracting Officer within 90 days after termination of performance under the
ACNI 0028 NOTIFICATION OF DEBARMENT OR SUSPENSION STATUS (MAR 2009)	The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any Federal
ACNI 0029 EQUAL EMPLOYMENT OPPORTUNITY (MAR 2009)	a. The Contractor agrees to comply with regulations of the Department of Labor contained in Title 41, Code of Federal Regulations, Chapter 60,
ACNI 0030 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER	If this contract equals or exceeds \$10,000, and is not otherwise exempt, the Contractor agrees to comply with the regulations of the Department of Labor
ACNI 0031 AFFIRMATIVE ACTION AND NONDISCRIMINATION FOR WORKERS WITH DISABILITIES (MAR 2009)	If the contract amount equals or exceeds \$10,000, and is not otherwise exempt, the Contractor agrees to comply with the regulations of the
ACNI 0032 CONVICT LABOR (MAR 2009)	Except as provided in 48 CFR 5222-3, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of

ACNI 0033 DRUG-FREE WORK PLACE (MAR 2009)	To the extent applicable, the Contractor will comply with the requirements of the Drug Free Workplace Act of 1988 (41 USC sec. 701, Pub. L. 100-690, as
ACNI 0034 ACCIDENT PREVENTION, FIRE PROTECTION, AND SANITATION (MAR 2009)	If this contract is performed in whole or in part on premises owned or under the control of the United States Government, MR, or MCCS, the Contractor
ACNI 0034-A ACCIDENT PREVENTION - CONSTRUCTION (SEP 2015)	a. Contractor shall provide and maintain work environments and procedures, which will safeguard the public and Government personnel,
ACNI 0035 ENVIRONMENTAL PROTECTION (APR 2012)	a. This clause will apply to any contract in excess of \$100,000, and indefinite quantity contracts estimated to exceed \$100,000 in one year;
ACNI 0035-A ENVIRONMENTAL PROTECTION (JAN 2014)	The Contractor will comply with all applicable Environmental Protection laws and regulations. Applicable regulations include, but are not limited to,
ACNI 0035-B ENVIRONMENTAL PROTECTION (JAN 2015)	The Contractor shall comply with all federal, state and local regulations and abide by all installation and MCCS policies with regard to environmental
ACNI 0036 PERSONAL IDENTIFICATION OF CONTRACTOR PERSONNEL (MAR 2009)	Contractor and any subcontractors shall be required to comply with applicable MR or MCCS identity verification procedures, installation access
ACNI 0037 RESTRICTIONS ON PURCHASES OF FOREIGN GOODS (MAR 2009)	a. Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in
ACNI 0038 GREEN CLAUSE (APR 2012)	MR and MCCS encourages Contractors/vendors to embrace, establish, and promote environmentally "Green Initiatives." The Contractor shall
ACNI 0039 DISPUTES (EXCHANGE)	DISPUTES (EXCHANGE)
ACNI 0040 DISPUTES CONCERNING LABOR STANDARDS (SEP 2014)	The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards
ACNI 0041 CONTRACT TERMINATION - DEBARMENT (SEP 2015)	A breach of the contract clauses entitled Construction Wage Rate Requirements Act (previously known as Davis-Bacon Act), Contract Work
ACNI 0042 PROTECTING THE MR OR MCCS'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS	a. The Government suspends or debar Contractors to protect the Government/MR or MCCS's interests. The Contractor shall not enter into any
ACNI 0043 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2014)	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
ACNI 0044 COVENANT AGAINST CONTINGENT FEES (SEP 2014)	The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or
ACNI 0045 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (SEP 2014)	The Contractor will be required to (a) commence work under this contract within seven calendar days (unless otherwise specified within this contract)

ACNI 0046 TIME EXTENSIONS (SEP 2014)	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
ACNI 0047 NOTICE TO THE MR OR MCCS OF LABOR DISPUTES (NOV 2007)	a. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this
ACNI 0048 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (SEP 2015)	a. Overtime requirements. No Contractor or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in
ACNI 0049 CONSTRUCTION WAGE RATE REQUIREMENTS (PREVIOUSLY KNOWN AS DAVIS-BACON ACT) (SEP 2015)	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
ACNI 0050 PAYROLL AND BASIC RECORDS (SEP 2015)	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
ACNI 0051 APPRENTICES AND TRAINEES (NOV 2007)	a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed
ACNI 0052 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (NOV 2007)	The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
ACNI 0053 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS (PREVIOUSLY KNOWN AS DAVIS-BACON)	All rulings and interpretations of the Construction Wage Rate Requirements (previously known as Davis-Bacon) and Related Regulations contained in 29
ACNI 0054 CERTIFICATION OF ELIGIBILITY (SEP 2015)	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
ACNI 0055 PROHIBITION OF SEGREGATED FACILITIES (NOV 2007)	a. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other
ACNI 0056 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (SEP 2015)	(a) Definitions. As used in this clause-
	(n) The Contractor shall designate a responsible official to-
ACNI 0057 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (NOV 2007)	In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning
ACNI 0058 PATENT INDEMNITY—CONSTRUCTION CONTRACTS (NOV 2007)	Except as otherwise provided, the Contractor agrees to indemnify the Government/MR or MCCS and its officers, agents, and employees against
ACNI 0059 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (NOV 2007)	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'
ACNI 0060 PERFORMANCE AND PAYMENT BOND PROTECTION UNDER \$100,000 (ALTERNATIVE PAYMENT	a. The Contractor shall submit one of the following payment protections:

ACNI 0061 ALTERNATIVE PAYMENT PROTECTIONS (NOV 2007)	a. The Contractor shall submit one of the following payment protections: _____
ACNI 0062 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (NOV 2007)	a. Definitions. As used in this clause—
ACNI 0063 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (NOV 2007)	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
ACNI 0064 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (NOV 2007)	a. The MR or MCCS shall pay the contract price as provided in this contract.
ACNI 0065 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (NOV 2007)	a. Notwithstanding any other payment terms in this contract, the MR or MCCS will make invoice payments and contract financing payments under
	(6) Additional interest penalty. (i) A penalty amount, calculated in accordance with subdivision
	(5) Notice to Contracting Officer. Notify the Contracting Officer upon— (i) Reduction of the amount of any subsequent certified application
ACNI 0066 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (NOV 2007)	a. Method of payment. All payments by the MR or MCCS under this contract shall be made by electronic funds transfer (EFT), except as
ACNI 0067 PAYMENT BY THIRD PARTY (NOV 2007)	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
ACNI 0068 DIFFERING SITE CONDITIONS (NOV 2007)	a. The contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent
ACNI 0069 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (NOV 2007)	a. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of work, and that it has
ACNI 0070 MATERIAL AND WORKMANSHIP (NOV 2007)	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
ACNI 0071 SUPERINTENDENCE BY THE CONTRACTOR (NOV 2007)	At all times during the performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work
ACNI 0072 OTHER CONTRACTS (NOV 2007)	The MR or MCCS or the Government may undertake or award other contracts for additional work at or near the site of the work under this
ACNI 0073 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND	a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work
ACNI 0074 OPERATIONS AND STORAGE AREAS (NOV 2007)	a. The Contractor shall confine all operations (including storage of materials) on MR or MCCS or Government premises to areas authorized or

ACNI 0075 USE AND POSSESSION PRIOR TO COMPLETION (NOV 2007)	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
ACNI 0076 CLEANING UP (NOV 2007)	The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the
ACNI 0077 AVAILABILITY AND USE OF UTILITY SERVICES (NOV 2007)	a. The Government/MR or M CCS shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and
ACNI 0078 SCHEDULES FOR CONSTRUCTION CONTRACTS (NOV 2007)	a. The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer,
ACNI 0079 LAYOUT OF WORK (NOV 2007)	The Contractor shall layout its work from established base lines and benchmarks indicated on the drawings furnished by the MR or M CCS, and
ACNI 0080 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (NOV 2007)	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
ACNI 0081 PRECONSTRUCTION CONFERENCE (NOV 2007)	If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The
ACNI 0082 BANKRUPTCY (NOV 2007)	In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified
ACNI 0083 SUSPENSION OF WORK (NOV 2007)	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
ACNI 0084 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (NOV 2007)	a. Definitions. As used in this clause— "Commercial item," has the meaning contained in the clause Definitions.
ACNI 0085 MR OR M CCS PROPERTY (NOV 2007)	a. The Contractor shall sign a receipt for any property furnished by the MR or M CCS and upon expiration of this contract shall return such property
ACNI 0086 WARRANTY OF CONSTRUCTION (NOV 2007)	a. In addition to any other warranties in this contract, the contractor warrants, except as provided in paragraph j. of this clause, that work
ACNI 0087 DEFAULT (FIXED-PRICE CONSTRUCTION) (NOV 2007)	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
ACNI 0088 PROTEST AFTER AWARD (SEP 2015)	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
ACNI 0089 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (NOV 2007)	United States law will apply to resolve any claim of breach of this contract.
ACNI 0090 COMPUTER GENERATED FORMS (SEP 2015)	a. Any data required to be submitted on a Standard or Optional Form prescribed by this contract may be submitted on a computer generated

ACNI 0091 WALSH-HEALEY PUBLIC CONTRACTS (NOV 2007)	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,
ACNI 0092 BUY AMERICAN ACT – CONSTRUCTION MATERIALS (NOV 2007)	a. Definitions. As used in this clause— “Component” means an article, material, or supply incorporated directly into
ACNI 0093 CLAUSES INCORPORATED BY REFERENCE (NOV 2007)	This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.
ACNI 0094 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEP 2015)	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
ACNI 0095 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS ONLY) (JAN 2015)	a. The Contractor will comply with all –
ACNI 0096 CONCILIATION (APPLICABLE TO JAPANESE FIRMS ONLY) (JAN 2015)	Except as otherwise provided in this contract, disagreements arising under this contract which are not resolved by the parties to this contract may be
ACNI 0097 COMPLIANCE WITH OSHA REGULATIONS (JAN 2015)	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
ACNI 0098 PROTECTION OF MATERIAL AND WORK (BARBER) (JAN 2015)	The Contractor shall at all times take care to protect and preserve all materials, supplies and equipment of every description and all work
ACNI 0099 VETS-4212 Federal Contractor Reporting (Aug 2015)	Contractor shall comply with reporting requirements of 38 U.S.C. 4212(d) for VETS-4212 Federal Contractor Reporting. Refer to
ACNI 1001 TERMS AND CONDITIONS (AUG 2014)	UNITED STATES MARINE CORPS (NONAPPROPRIATED FUNDS)
ACNI 1002 TERMS AND CONDITIONS - MCX (AUG 2014)	UNITED STATES MARINE CORPS (NONAPPROPRIATED FUNDS) 1. Delivery Instructions. (a) Include itemized packing list with shipment; (b)
