NAF NON-PERSONAL SERVICES CONTRACT

This Non-Personal Services Contract, made and entered into this of , 2014 by and between Commanding Officer Air Station Barbers Point’s MWR Program non-appropriated fund instrumentality, (hereinafter called NAFI) and \_\_\_\_\_\_\_\_\_\_ (hereinafter called Contractor), is for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_subject to the provisions set forth hereunder.

WITNESSETH That:

WHEREAS the parties hereto desire to contract for services (insert as required) described in Appendix A hereto.

NOWTHEREFORE, in consideration of mutual covenants and agreements between the parties hereto, it is agreed as follows:

1. **Performance of Service**. The Contractor agrees to perform services in accordance with the attached Appendix A at the prices set forth in Appendix A hereto. The NAFI will not be liable for any costs incurred by the Contractor other than those specified in Appendix A, which are subject to calls made by the NAFI for services performed in accordance with Appendix A.
2. **Payment Cycle**. In consideration for the services rendered, the NAFI agrees to pay the Contractor monthly and/or on completion of services. The daily, hourly, or monthly rate(s) to be paid the Contractor under the terms of this contract will be those amount(s) stipulated in Appendix A hereto, unless otherwise specified by a modification to this contract. An invoice or time statement must be submitted by the Contractor to the NAFI within 1 workday after the end of the month or end of service. Payment will be made within (10) working days after receipt of original invoice.
3. **No Employer-Employee Relationship**. NAFI and Contractor understand and agree that this contract is for non-personal services and that an employee-employer relationship does **not** exist between them. Further, NAFI and Contractor agree that Contractor (and its agents, servants, or employees) will be considered for all purposes to be an independent contractor and not an employee of the U.S. Government, U.S. Dept. of Homeland Security, U.S. Coast Guard, or the Coast Guard MWR Program/Coast Guard Exchange System (“CGES”). As a result of being an independent contractor, Contractor agrees that Contractor (and its agents, servants, or employees) will not be entitled to any employee benefits or other rights or privileges afforded to employees of the U.S. Government, U.S. Dept. of Homeland Security, U.S. Coast Guard, or the Coast Guard MWR Program/CGES including, but not limited to, any employee pension benefit plans or employee welfare benefit plans, as defined under the Employee Retirement Income Security Act of 1974, as amended, employee compensation programs, coverage under any insurance programs, Workers’ Compensation coverage, or FICA or FUTA payments, and agrees to assert no claims for such benefits or accept such benefits at any time.
4. **Hold Harmless/Indemnification Clause**. The Contractor agrees to indemnify, save harmless, and defend the U.S. Government, U.S. Dept. of Homeland Security, U.S. Coast Guard, and Coast Guard MWR Program/CGES, their employees, contractors, subcontractors, agents, and patrons, from and against any and all claims, demands, actions, suits, debts, liabilities, judgments, costs, and attorney’s fees, whether asserted by Contractor (or its agents, servants, or employees) or any third parting, arising out of, related to, claimed on account of, or in any manner predicated on loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Contractor, his or her agents, servants, or employees. Contractor further agrees to indemnify and save harmless the NAFI from and on account of damages of any kind which the NAFI may suffer as the result of the acts of any Contractor’s agents, servants, or employees.
5. **Licenses, Taxes Permits, and Fees**. The Contractor’s responsibility to obtain, at its own expense, all licenses and permits, and to pay such taxes and fees as may be required of the Contractor by Federal, State and local governments in the execution of the terms of this contract.
6. **Changes**. The Contracting Officer, at any time, by written order, may make changes in or additions to the services to be performed by this contract, issue addition instructions, require modified or additional work or services within the general scope of the contract, or vary the amount of NAFI-furnished property. If any of said changes cause any increase or decrease in the cost of, or in the time required for, performance of this contract, an equitable adjustment will be made in the contract price or term of performance, or both, and the contract will be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty calendar days from the date of receipt by the Contractor of the notification of changes provided, however, that the Contracting Officer, if he or she decides that the facts justify such action, may receive and act on any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract titled “Disputes”. However, nothing in this clause excuses the Contractor for proceeding with the contract as changed, and it is limited to proceeding with its appeal pursuant to the provision titles “Disputes”.
7. **Inspection and Acceptance**. The NAFI is responsible for performing inspection and acceptance of services rendered including inspection of any records maintained by the Contractor.
8. **Termination of Agreement** This Agreement may be terminated upon the failure of the Contractor to comply with any material provision of this Agreement including, but not limited to:
9. Failure to provide service as described and authorized.
10. Failure to maintain required insurance.
11. Employment of non- U.S. Citizens.
12. Engaging in discriminatory practices.
13. Failure to allow inspections and audits.
14. Failure to comply with and abide by fire, safety, health and security laws and regulations of the NAFI command.
15. Failure to comply with environmental requirements.

This Agreement is terminated on the ending date of this Agreement, unless mutually extended.

Unless otherwise terminated, this Agreement may be terminated by either Contractor or NAFI by providing at least a (2 week) written notice to the other party.

Inappropriate personal behavior on behalf of the Contractor or its employees that the NAFI deems contrary to Coast Guard Core Values, and/or a violation of Coast Guard drug and alcohol abuse policies will result in termination of this agreement.

In no event will the NAFI be liable to Contractor for termination of this Agreement or for any expenses, costs, losses or other damages incurred by Contractor, regardless of circumstances or cause, and whether or not within the NAFI’s control. Accordingly, the NAFI expressly disclaims liability to the Contractor for the value of any improvements made to the NAFI or other government property or for the unamortized value of any capital investments made to enable the Contractor to perform the service.

1. **Settlement of Accounts Upon Termination**: If this Agreement is terminated as a result of the Contractor’s failure to comply with a material provision of the Agreement or because the Contractor has notified the NAFI of its wish to terminate the Agreement, the NAFI is not liable to the Contractor for the value of any improvements made to Coast Guard Air Station Barbers Point’s realty or other property or for the value of any capital investments made to enable the Contractor to perform the service.

If this Agreement is terminated as a result of the NAFI’s notification to Contractor of its intent to terminate the agreement prematurely before the ending date of the Agreement, based not on the Contractor’s failure to comply with any material provision herein, the NAFI shall settle with Contractor.

The NAFI is not liable to Contractor for termination of this Agreement as a result of a sovereign act of the U. S. Government.

1. **Contractor’s Duties Upon Termination**: Contractor shall return the facilities in the same condition as provided, less fair and ordinary wear and tear. Contractor must remove all of its own fixtures and merchandise. If Contractor’s fixtures and merchandise are not removed within five (5) business days of termination, the NAFI may inventory and remove the fixtures and merchandise and place them in storage. The NAFI shall charge contractor the cost of removal and storage in a public warehouse.

Contractor shall submit its claim for settlement costs to the NAFI no later than sixty (30) days after termination of the Agreement. Claims not received within sixty (30) days will not be considered by the NAFI.

1. **Status of Contractor**: By virtue of this agreement, the Contractor shall be permitted to enter upon the property of the NAFI solely for the purpose of exercising the right and privileges hereby granted, and shall not be deemed to have become an agency, independent establishment, or governmental corporation under the authority of the NAFI nor shall it employees be deemed to have become agents, employees, or officials of the NAFI.

Upon termination of this Agreement, the NAFI shall have the right through such means as it sees fit to remove and exclude the Contractor and any of the Contractor’s employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatever.

The Contractor shall not represent in any manner, express or implied, that the services/supplies purchased under this Agreement are approved or endorsed by any element of the United States Government. Any advertising by the Contractor, including price-off coupons, which refer to the NAFI shall be submitted to the Executive Officer or his/her authorized representative prior to publication and shall contain the following statement when published:

“This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government”

The Contractor cannot be a Government or Nonappropriated Fund (NAF) employee and the business concern cannot be owned or substantially owned or controlled by one or more Government or NAF employees.

1. **Contractor’s Designated Representative**: The designated Contracting Representative for the NAFI under this Agreement is identified below. Contractor shall direct all questions, comments and document submissions to this official, unless otherwise specified elsewhere herein.
2. This Agreement constitutes the complete and binding agreement between the Parties, and supercedes all prior and collateral communications and agreements between the Parties in respect thereto. No change, modification, alteration, or addition to any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties. NAFI and Contractor acknowledge that they fully understand the contents of this Agreement.
3. **Contractual Contents**. This Contract consists of the following documents:
	1. Schedule (Introductory paragraph, paragraphs 1-9, and signature page Page 4)
	2. Appendix A (Schedule of Services) Page 6

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Signature of MWR Director Signature of Contractor

Address: Address: ­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Commanding Officer (fm)

 U.S. Coast Guard \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Hideaway Club \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Barbers Pt, HI 96707 Tax ID or SSN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(808) 682-2714

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix A

SCHEDULE OF SERVICES

(Rates of Pay)

Item No. Description Rate(s)

1

\*PAYMENT WILL BE MAILED TO THE ADDRESS SPECIFIED IN THIS CONTRACT.