

FIXED BASE OPERATOR AGREEMENT

AGREEMENT TO PROVIDE FUEL SALE SERVICES AT AIRPORT BETWEEN CITY OF COLUMBIA, MO AND AMS OF MISSOURI, LLC

THIS AGREEMENT (hereinafter "Agreement") is entered into by and between AMS of Missouri, LLC D.B.A. Airline Maintenance Service (AMS) (hereinafter "Operator") and the City of Columbia, Missouri, a municipal corporation D.B.A. Columbia Regional Airport (hereinafter "City") on the date of the last signatory below ("Effective Date").

WITNESSETH:

WHEREAS, Operator has an existing ground lease at the Columbia Regional Airport and has been awarded the opportunity to provide aircraft fuels sales services for a carrier at the Airport under a separate Agreement; and

WHEREAS, City and Operator now desire to enter into this Agreement to authorize fuel sale services at the airport pursuant to the terms and conditions provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. Grant of Rights and Purpose.

The Operator is hereby granted the non-exclusive right to provide aircraft fuel sales services at Columbia Regional Airport

Operator will use the Fuel Farm located across from 11500 Airport Drive as its designated location for fuel storage and dispensing operations.

2. Term and Termination

2.1. Term. The initial term of this Agreement shall begin on June 1, 2026 and end at midnight on May 31, 2029, subject to earlier termination as herein provided. Thereafter, the term of this Agreement will automatically renew for up to two (2) successive one year terms unless the Agreement is otherwise terminated as provided for herein.

2.2. Termination for Default. If either Party fails to perform its duties and obligations provided for herein, then that Party shall be in default and the non-defaulting Party may terminate this Agreement in writing. The written notice of termination will be effective upon its receipt.

- 2.3. Termination for Convenience. Either Party may notify the other of its intent not to renew this Agreement at the end of a term, by providing written notice to the other Party at least sixty (60) days prior to June 1st

3. Rates and Payment

- 3.1. Rates. Operator agrees to pay City for the rights and privileges herein granted a commission equal to the following:

Fuel Flowage Fee:	\$0.0535 per gallon received
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The fuel flowage fee shall match the rates of other approved fuel service providers at the airport and is based on the most recently approved fuel flowage fee from City Council, as adjusted annually for CPI adjustments.

- 3.2. Payments and Adjustments. Operator shall pay City, by the fifteenth of each month, commissions due for the previous month. The rate for commissions may be increased effective October 1st of each year. Notice of the amount of any increase shall be mailed or hand-delivered by the City to Operator at least thirty (30) days in advance of the increase being effective. The City's failure to provide notice thirty (30) days prior to October 1 shall not prevent the City from increasing rates or commissions but shall cause a delay in the effective date of any increases until the first day of the month following the thirty (30) day notice period. Adjustments shall be any rate changes approved by City Council, otherwise it shall be equal to the percent increase in the Consumer Price Index (CPI) for all Urban Consumers for the 12 month period ending on June 30th of each year and not to exceed 5% of the payment for the preceding year.
- 3.3. Reporting. Each month, Operator will provide City with a copy of the bill of lading for all fuel received in the prior calendar month. .

4. Insurance

- 4.1. Comprehensive General Liability Insurance. Operator shall take out and maintain during the life of this Agreement such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this Agreement, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Agreement involves any underground/

digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

- 4.2. Compensation Insurance. The Operator shall take out and maintain during the life of this Agreement, Employer's Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work, and in any case any work is sublet, the Operator shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Operator. Worker's Compensation coverages shall be statutory with minimum limits of \$500,000. Employer's Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident, and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this Agreement at the site of the work is not protected under the Worker's Compensation Statute, the Operator shall provide and shall cause each subcontractor to provide Employer's Liability Insurance for the protection of their employees not otherwise protected.
 - 4.3. Automobile Public Liability and Property. The Operator shall maintain during the life of this Agreement, automobile public liability insurance in the amount of not less than \$1,000,000 combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Operator's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of the work.
 - 4.4. Proof of Carriage of Insurance. The Operator shall furnish the City with the Certificate(s) of Insurance which name the City as additional insured in an amount as required in this Agreement, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the Operator is neither leasing space at the airport nor providing fuel sales services at the airport.
5. Quality Control, Safety and Training
 - 5.1. Fuel Quality and Services. Operator is responsible for ensuring fuel is clean and Operator's fuel and activities related to fuel supply at the airport shall comply with to all legal specifications and requirements.
 - 5.2. Personnel Training and Certifications. Operator shall meet the personnel training and certification requirements for fuel sale services at the airport, including FAA safety standards, National Fire Protection Association

(NFPA) codes, and environmental regulations. This includes, but is not limited to NFPA 407 compliance.

- 5.3. Spill Prevention. Operator shall comply with City's Spill Prevention, Control, and Countermeasures (SPCC) plans at the airport.
- 5.4. No Hazards. Operator agrees that airport and all facilities necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. Operator will not cause or permit any activity or action which would interfere with this use for the airport.

6. Miscellaneous

- 6.1. Hold Harmless Agreement. To the fullest extent not prohibited by law, Operator shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Operator, of any subcontractor (meaning anyone including but not limited to contractors having a contract with Operator or a subcontractor for part of the services), of anyone directly or indirectly employed by Operator or by any subcontractor, or anyone for whose acts Operator or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Operator to indemnify, hold harmless, or defend City from its own negligence.
- 6.2. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 6.3. Governing Law and Venue. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 6.4. Non-Exclusivity. Operator acknowledges that this Agreement is non-exclusive and that City may enter into similar agreements with other parties.
- 6.5. Federal Funds and Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the

United States Government, and any applicable federal laws or regulations relative to the operation, security or maintenance of Airport, the execution of or compliance with which is, or will be required as a condition precedent to the granting of federal funds for the development of airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.

- 6.6. Nondiscrimination. Operator for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on airport in this Agreement for a purpose for which a Department of transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Operator for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

- 6.7. City's Required Federal Contract Provisions. The terms attached hereto in Exhibit A are required as provided in the Federal Aviation Administration's Guidelines for Contract Provisions for Obligated Sponsors, and therefore incorporated into this Agreement as though fully rewritten here.
- 6.8. Notices. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be enclosed in an envelope with sufficient postage attached to ensure delivery by United States certified mail with delivery receipt, addressed to:

Notices, consents and approvals to City shall be addressed as follows:

Airport Manager
Columbia Regional Airport
11300 S. Airport Dr.
Columbia, MO 65201

And notices, consents and approvals to Operator addressed to:

AMS of Missouri, LLC dba Airline Maintenance Service
11500 S Airport Dr.
Columbia, MI 65201

With copy to:

AMS of Missouri, LLC
Attn: Corey Gillard
1857 Air Lane Dr
Nashville, TN 37210

Or such place as either party shall, by written directive, designate in the manner provided for herein.

Notice shall be considered given at the date and time specified by the delivery receipt.

- 6.9. Assignment. Operator shall not assign this Agreement, in whole or in part, without prior written consent of City, nor permit any transfer by operation of law or Operator's interest created hereby, other than by merger or consolidation.
- 6.10. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 6.12. Electronic Agreement and Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- 6.14. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

BY: _____
De'Carlton Seewood, City Manager

DATE: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / AK

AMS OF MISSOURI, LLC

E-SIGNED by Corey Gillard

BY: _____
on 2026-05-06 19:19:44 GMT

PRINTED NAME: **Corey Gillard**

TITLE: _____

DATE: **May 06, 2026**

EXHIBIT A

COLUMBIA REGIONAL AIRPORT (COU) FAA FEDERAL CONTRACT PROVISIONS

These terms and conditions are an exhibit of an agreement between the City of Columbia, Missouri, owners and lessees of the Columbia Regional Airport (hereinafter “Owner”) and AMS of Missouri, LLC operating at Columbia Regional Airport (hereinafter “Contractor”).

TABLE OF CONTENTS – FAA FEDERAL CONTRACT PRVISIONS

- I. Civil Rights – General
- II. Civil Rights – Title VI Assurance
- III. Civil Rights – ADA/504 Assurance
- IV. Federal Fair Labor Standards Act
- V. Occupational Safety and Health Act
- VI. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

I. ACCESS TO RECORDS AND REPORTS

Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

II. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract.

Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

III. CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin,

sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

This provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Transfer of Real Property

- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Owner will have the right to terminate the contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the contract had never been made or issued.
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Owner will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Owner and its assigns.

Use/Access to Real Property

- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from

- participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to a lease, in the event of breach of any of the above nondiscrimination covenants, Contractor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Owner will there upon revert to and vest in and become the absolute property of Owner and its assigns.

Title VI List of Pertinent Nondiscrimination Acts

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

V. CIVIL RIGHTS – ADA/504 ASSURANCE

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of disability in the performance of its obligations under this Agreement in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (504). The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in 49 CFR part 27.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Use/Access to Real Property

- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to a lease, in the event of breach of any of the above nondiscrimination covenants, Contractor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Owner will there upon revert to and vest in and become the absolute property of Owner and its assigns.

VI. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

VII. OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VIII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].