



UNITED STATES MARINE CORPS
MARINE CORPS COMMUNITY SERVICES
MARINE AIR GROUND TASK FORCE TRAINING COMMAND
MARINE CORPS AIR GROUND COMBAT CENTER
BOX 788150
TWENTYNINE PALMS, CALIFORNIA 92278-8150

6/14/2010

From: Contracting Officer

To: Interested Parties, potential Carbonated & Non-Carbonated Soft Drink Vending Machine Operations.

Subj: Carbonated & Non-Carbonated Soft Drink Vending Machine Operations RFP TWM-10-R-0005 Summarization

1. This document has been prepared in order to provide potential offerors with a summarization of the subject Request for Proposals (RFP) issued by MCCS, Marine Corps Exchange, Twentynine Palms, a non-appropriated fund instrumentality of the US government. This summarization has no legal effect on the RFP and is provided only for information. The RFP is authoritative and provides all legally binding instructions and contractual terms of the procurement. The actual and complete RFP can be found at: <http://www.mccs29palms.com/pages/misc/PnC.html>
2. The RFP is being issued for *non-exclusive* Carbonated & Non-Carbonated Soft Drink Vending Machine Operations. Two contracts will be awarded, Primary Vendor and Secondary Vendor. The Primary Vendor contract will be apportioned 60% of the total installed contracted machines. The Secondary Vendor will be apportioned 40% of the total installed contracted machines.
3. An Offeror will need to propose a constant percentage of gross sales, excluding applicable taxes, as a concession fee.

Salient points from the RFP:

1. The date and time deadline for proposal submissions is **14:00 (local) July 9, 2010**. The contract being offered will be for a base term of three years with two one-year extensions. The operation is currently operated by a Soft Drink Vendor.
2. The spaces being offered are adequate locations suitable for the installation of Soft Drink Vending Machines aboard MCAGCC.
3. The offer must include a proposed concession fee as a percentage of gross sales to be paid to MCCS and a corresponding price list for the products to be sold in machines.
4. The Contractor shall furnish, install, and maintain at its own expense, at such locations as may be designated by MCCS, Soft Drink Vending Machines in such numbers as may from time to time be agreed upon by the parties hereto during the period of this contract.

5. All electrically operated machines furnished hereunder shall be equipped so as to provide thermal overload protection, and shall comply with Specifications MIL-1-16910 (SHIPS) and any amendments thereto hereafter issued with regard to the elimination of radio interference.
6. MCCS agrees that the vending machines used in the performance of this contract need not be owned by the Contractor. Machines will be clearly individually identifiable. Vending machines must be equipped with non-resettable counters.
7. MCCS will provide electrical service adequate for Contractor's use
8. The contract will be subject to the Service Contract Act of 1965. The corresponding Wage Determination is 2005-2053.
9. A site visit will be required by anyone offering on this RFP.
10. The concession is subject to MCCS, Combat Center, and other governing regulations.
11. Offerors must meet the qualifications as specified, which are to be documented in the proposal.
12. MCCS reserves the right to waive all or part of the qualification requirements in the event it is determined to be in MCCS' best interests.
13. There are certain personnel requirements for appearance, behavior, and communication with patrons.
14. The concession is subject to base inspection for cleanliness, sanitation, and management controls.
15. The Contractor shall comply with the following MCCS customer satisfaction guarantee: "Customer satisfaction or money cheerfully refunded."
16. The Contractor shall institute and maintain throughout the Contract period a properly documented quality control program
17. Each sale, whether accomplished by cash, or credit card, shall be recorded immediately on the Point Of Sale system in use at the location. Contractor shall account for all funds collected at each location.
18. The assigned space for the Contractor to provide services under this Contract is a revocable license and is not a tenancy.
19. A Contracting Officer's Representative will be appointed to oversee the performance of the contract.
20. Fee/pricing adjustment must be negotiated with the Contracting Officer 30 days in advance of any changes
21. There are reports to be submitted to MCCS
 - a. Monthly sales and transactions
 - b. Weekly report of gross sales
22. The Contractor is liable for taxes applicable to property and income arising out of or due from the performance of this contract.

23. The Contractor shall provide a Certificate of Insurance to the Contracting Officer for comprehensive general liability, Worker's Compensation, Automobile Bodily Injury and Property Damage, and Property Insurance.
24. There are General Provisions for contracting with M CCS.
25. Two promotional events will be provided annually to M CCS/MCAGCC.
26. The offeror must be found to be "Responsible". As used here, the term "responsible" means the Contracting Officer can reasonably expect satisfactory contract performance. **A proposed Offeror must be able to obtain (1) adequate financial resources; (2) organization, experience, & technical skills needed; (3) production & facilities required; (4) a record of satisfactory performance; and (5) a satisfactory record of integrity.**
27. Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
28. Proposals will be submitted original and three copies, tabulated in the following format:

a. **Cover letter with enclosures.** A letter stating whether or not the proposed contract is acceptable and verbatim certification statement to include financial declaration, signed by the principle offeror with the following statement verbatim:

"The undersigned solemnly declares and certifies that the enclosed financial statement is a full, true, and correct statement of the financial conditions as of the date indicated, and that there have been no material changes adversely affecting the financial condition except as set forth herein. Further, it is agreed and understood that at the sole option of M CCS, any information which is found to be incorrect, incomplete, or misleading as to any matter relied upon for in evaluation of proposals may constitute unqualified cause for termination of such contract."

Enclosure 1: Solicitation (RFP) and any Amendments to the Solicitation

Enclosure 2: **Financial and Technical Capability Data Form** with Financial Statement (certified) to determine financial responsibility (Section K)

Enclosure 3: Representations and Certifications (Section K)

Enclosure 4: Proposed Operations to include:

- Staffing Plan
- Management Plan
- Product Mix Plan
- Product/Machine Placement Plan
- Quality Control Program
- Other Value-Added Offerings

Enclosure 5: Business Questionnaire (Section K)

Enclosure 6: Past Performance references

Enclosure 7: Price Quotation (Item Price List or Menu as appropriate)

b. **Electronic Offers.** Telegraphic or electronic mail offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic or electronic mail notice, if that notice is received by the time specified for receipt of offers.

c. **Faxes.** Faxed offers will not be considered unless authorized by the solicitation; however, offers may be modified by fax if received by the times specified for receipt of offers.

4. MCCS intends to award two contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) *conforming to the solicitation* will be most advantageous to MCCS, cost or price and other factors, specified elsewhere in the solicitation, considered; Primary Vendor and Secondary Vendor. The Primary Vendor contract will be apportioned 60% of the total installed contracted machines. The Secondary Vendor will be apportioned 40% of the total installed contracted machines.

TC Dowden
MCCS Contracting Officer