



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

7/14/2010

From: Contracting Officer

To: Interested Parties, potential Fast-Food Multi-brand Food Court

Subj: Fast-Food Multi-brand Food Court Concession RFP TWM-10-R-0007 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 a *non-exclusive* Fast-Food Multi-brand Food Court Concession. Food Court must consist of not less than two and no more than three food concepts.

3. An Offeror will need to propose a constant percentage of gross sales, excluding applicable taxes, as a concession fee. The concession fee may be proposed as a sliding scale.

Salient points from the RFP:

1. The date and time deadline for proposal submissions is **14:00 (local) August 27, 2010**. The contract being offered will be for a base term of five (5) years with ten (10) one-year extensions.
2. Approximately 3191 square feet in new construction Building 1502, suitable for the operation of a multi-brand Food Court concession. **Approximately 1200 square feet of the total space will be undeveloped with utilities stubbed in. The Contractor shall design and construct the undeveloped interior space.** Scope of work includes the construction of kitchen, Preparation area, and serving area of the facility; supply of appropriate equipment; and operation of a multi-brand Food Court concession. Approximately 2000 square feet of interior dining area space and approximately 1200 square feet of exterior patio dining areas will be provided by MCCS and the General Contractor for construction.
3. Construction Timetable: Building 1502 is new construction. Projected construction timeline is as follows:
 - Under slab plumbing and electric rough-in: start 7/15/10

- Overhead rough-in: start 11/1/10
- Wall rough-in: start 12/1/10
- Finishes: start 2/1/11

4. The offeror may not compete with the direct-run Starbucks by selling espresso or premium branded coffee by the cup.
5. Contractor will be billed directly for utilities monthly by MCCA. Payment for utilities is due within 30 days of receipt and must be paid to the Comptroller. The allotted space is individually metered for electricity.
6. The food court may only be in operation/open for business during the open hours of the Marine Corps Exchange. Operating hours for the MCX will be 0500-2400 daily. Actual hours of operation may be determined by the food concepts offered by the Contractor.
7. The contract will be subject to the Service Contract Act of 1965. The corresponding Wage Determination is 94-0544.
8. A site visit will be required by anyone offering on this RFP.
9. The concession is subject to MCCA, Combat Center, and other governing regulations.
10. Offerors must meet the qualifications as specified, which are to be documented in the request for proposal.
11. MCCA reserves the right to waive all or part of the qualification requirements in the event it is determined to be in MCCA's best interests.
12. There are certain personnel requirements for appearance, behavior, and communication with patrons.
13. The concession is subject to base inspection for cleanliness, sanitation, and management controls.
14. The Contractor shall comply with the following MCCA customer satisfaction guarantee: "Customer satisfaction or money cheerfully refunded."
15. The Contractor shall institute and maintain throughout the Contract period a properly documented quality control program
16. 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.
17. The assigned space for the Contractor to provide services under this Contract is a revocable license and is not a tenancy.
18. A Contracting Officer's Representative will be appointed to oversee the performance of the contract.
19. Fee/pricing adjustments after contract award must be negotiated with the Contracting Officer 30 days in advance of any changes
20. There are reports to be submitted to MCCA
 - a. Monthly sales and transactions

- b. Weekly report of gross sales
21. The Contractor is liable for taxes applicable to property and income arising out of or due from the performance of this contract.
 22. 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.
 23. There are General Provisions for contracting with MCCS.
 24. 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.**
 25. 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.
 26. 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 MCCS, 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 J-6)

Enclosure 3: Representations and Certifications (entire Section K)

Enclosure 4: Proposed Operations to include:

- Overall "look" or "theme" of the service outlet(s)
 - Concept for the space
 - Food Concept(s)
 - Interior decorations/Visual impression of the intended facility
- Staffing Plan
- Management Plan
- Quality Management Plan
- Sanitation Maintenance Plan

- Proposed Signage
- Floor plan/construction plan
- Experience and performance history in Food Court Operations

Enclosure 5: Business Questionnaire (Section J-7)

Enclosure 6: 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. M CCS intends to award one contract resulting from this solicitation to the responsible offeror whose offer *conforming to the solicitation* will be most advantageous to M CCS, cost or price and other factors, specified elsewhere in the solicitation.



TC Dowden

M CCS Contracting Officer