



UNITED STATES MARINE CORPS
MARINE AIR GROUND TASK FORCE TRAINING COMMAND
MARINE CORPS AIR GROUND COMBAT CENTER
BOX 788100
TWENTYNINE PALMS, CALIFORNIA 92278-8150

20 Jan 2012

From: Contracting Officer

To: Interested Parties, potential **Nationally Branded** Fast-Casual Seafood Restaurant

Subj: Nationally Branded Fast-Casual Seafood Restaurant Concession RFP TWM-12-R
0002 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* Nationally Branded Fast-Casual Seafood Restaurant Concession. Please note that independent operations will not be considered.
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) March 22, 2012**. The contract being offered will be for a base term of five (5) years with five (5) one-year extensions.
2. Approximately 5000 square feet in Building 1532, suitable for the operation of a Nationally Branded Fast-Casual Seafood Cuisine Restaurant concession. **The Contractor shall design and construct the interior space.** Scope of work includes the construction of kitchen, preparation area, serving area and dining area(s) of the facility; supply of appropriate equipment; and operation of an Fast-Casual Seafood Cuisine Restaurant concession. This building is shared with the Non-Commissioned Officer's Club and the Enlisted Club.
3. Contractor will be billed directly for utilities monthly by the MCAGCC Comptroller. Payment for utilities is due within 30 days of receipt and must be paid to the Comptroller. The allotted space is to be individually metered for electricity by the Contractor during construction. Contractor may be required to place a deposit equal to one month's bill.

4. The contract will be subject to the Service Contract Act of 1965. The corresponding Wage Determination is 94-0544.
5. A site visit will be required by anyone offering on this RFP.
6. The concession is subject to MCCA, Combat Center, and other governing regulations.
7. Offerors must meet the qualifications as specified, which are to be documented in the request for proposal.
8. 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.
9. There are certain personnel requirements for appearance, behavior, and communication with patrons.
10. The concession is subject to base inspection for cleanliness, sanitation, and management controls.
11. The Contractor shall comply with the following MCCA customer satisfaction guarantee: "Customer satisfaction or money cheerfully refunded."
12. The Contractor shall institute and maintain throughout the Contract period a properly documented quality control program
13. 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.
14. The assigned space for the Contractor to provide services under this Contract is a revocable license and is not a tenancy.
15. A Contracting Officer's Representative will be appointed to oversee the performance of the contract.
16. Fee/pricing adjustments after contract award must be negotiated with the Contracting Officer 30 days in advance of any changes
17. There are reports to be submitted to MCCA
 - a. Monthly sales and transactions
 - b. Weekly report of gross sales
18. The Contractor is liable for taxes applicable to property and income arising out of or due from the performance of this contract.
19. 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.
20. There are General Provisions for contracting with MCCA.
21. 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.**

22. 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.
23. 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/Exterior Façade
- Floor plan/construction plan
- Experience and performance history in Fast-Casual Seafood 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.

A handwritten signature in black ink, appearing to read 'TC Dowden', with a long horizontal line extending to the right.

TC Dowden

M CCS Contracting Officer