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- 1) **General:** This Solicited contract is to provide the Army & Air Force Exchange Service (Exchange) and the Marine Corps Exchange Service (MCX) with armored car services to be performed at military installations for all of the locations listed in Exhibit E, Price Schedule.
- 2) **Contents:** This contract consists of Solicitation/Proposal/Award (Exchange form 4450-002), this Schedule and the following:
 - Exhibit A, General Provisions (May 11), 11 pages
 - Exhibit B, Labor Provisions with SCA (Nov 11), 8 pages
 - Exhibit C, Specifications, 1 page
 - Exhibit D, Special Provisions, 1 page
 - Exhibit E, Price Schedule, 5 pages
 - Exhibit F, Insurance Requirements, 1 page
 - Exhibit G, Wage Determinations, 1 page
 - Exhibit H, Contractor Scorecard, 1 page
 - Exhibit I, Instructions to Offerors and Evaluation Criteria, 1 page
- 3) **Contract Period:** The contract will be for three (3) base years with two (2) one year options awarded in single or multiple year increments with services starting on 28 Feb 2013 or the date of contract award, whichever is later, unless sooner terminated according to the contract General Provisions. The Exchange may unilaterally extend the term of this contract at its sole discretion. Contractor will receive written notification a minimum of thirty (30) days before the contract expires, advising contractor of the Exchange intent to extend the term of the contract into the next option period. If the Exchange exercises this option a unilateral amendment will be issued by the contracting officer. No representation that this contract will be extended beyond its original period is binding on the Exchange unless in writing signed by the Exchange contracting officer.
- 4) **Prices:** Exhibit E, Price Schedule, contains the price for performance of this contract.
- 5) **Price Revisions:** The price established in this contract and in any subsequent renewal, will remain firm for the period of contract or period of renewal unless the parties hereto mutually agree to a price adjustment in which event the adjustment will become effective only on the effective date specified in a written amendment to the contract. Any request by the contractor for an adjustment must be made in writing to the contracting officer. Such request must provide factual information and data to substantiate the proposed revision, including a clear and definite indication of existing cost factors which could not be identified at time of entering into contractor renewal. Any price adjustment under this provision is subject to negotiation and mutual agreement of the parties and the accomplishment of a finalized written amendment to the contract. The contractor has no unilateral right to a price adjustment.
- 6) **Additional Locations:** During the 5 year term of this contract, additional locations may be added. When a new location would like to be added to the contract, that location must contact the Exchange contracting officer. Additional locations must be added to the contract by an amendment.

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- 7) **Nonexclusive Contract:** This contract does not establish the contractor as sole supplier of services to be provided on military installations. The Exchange and MCX, reserves the right to obtain the same services through other contracts and to perform the same service through the Exchange or MCX direct-hire employees.
- 8) **Subcontracting:** Subcontracting performance of this contract is authorized under the following conditions:
- a. All terms and conditions of this contract must be incorporated and made part of any subcontract.
 - b. The contractor is fully responsible for all acts or omissions of all subcontractors performing this contract.
 - c. General Provision 15, Contractor Personnel and Representatives, and Special Provision 2, Personnel apply to all subcontractors as well as direct hire employees. All reference to "employee" can also be read as "employee or subcontractor".
 - d. Prior to initial performance of this contract, contractor will provide a full listing of subcontractors who will be performing this contract. The listing will show each subcontractor and all locations where each subcontractor will perform. Any changes to the listing will be submitted to the contracting officer for approval prior to performance by a new subcontractor.
- 9) **Invoicing And Payment Clause:**

Questions concerning invoicing and payment should be directed to the Accounts Payable Office. Invoice status can be viewed online at Partners.aafes.com/vendor/. If internet access is not available, fax your inquiry to 214-465-2900 or email to apinvoices@aafes.com. To prevent fraud and reporting discrepancies to the IRS, AAFES requires the W-9 form (included in solicitation/contract). This should be submitted prior to activating/establishing a vendor code within the Accounts Payable System. Please ensure the contractor name and contractor address appears on the W-9 as filed with the IRS. Accounts Payable will verify/validate the information on the IRS website. Any discrepancy will be returned to the vendor for corrections.

a. **Invoicing:**

- (1) In order to be considered proper invoices for purposes of the Prompt Payment Act, invoices must be submitted as follows:
- (a) Contractor must prepare a separate numbered invoice monthly. **DO NOT CONSOLIDATE BILLING FOR MORE THAN ONE SERVICE PERIOD ON ONE INVOICE.** Do not duplicate an invoice number used in prior billings.
 - (b) Except as specifically set out in the contract, invoice(s) must be submitted to:

Army and Air Force Exchange Service
Attn: Exchange Accounts Payable
P.O. Box 660261
Dallas, TX 75266

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- (2) Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by contracting officer) and must contain the following minimum information to enable timely payment:
 - (a) Name of contractor.
 - (b) Invoice date. This cannot be a date prior to completion of service(s) required by the contract or purchase/delivery order. In the event that the invoice date is a date prior to completion of service(s) required, the Exchange retains the right either to return the improper invoice to the contractor for correction or to change the invoice date to be the date after completion of the required service(s). In the event that an improper invoice is returned to a contractor because the date on the invoice is prior to completion of required service(s) or because the invoice is improper for any other reason, the invoice date, for purposes of prompt payment discounts will be considered to be the date of receipt of the corrected, proper invoice.
 - (c) Contract/order number.
 - (d) Service description and date(s) of service.
 - (e) Military installation location(s)/building number.
 - (f) Contract service line item cost and total.
 - (g) Prompt payment discounts, and special allowances must be shown on the invoice using percentage figures only. **DO NOT DEDUCT ANY OF THESE FROM THE SERVICE COST OR FROM THE INVOICE TOTAL.**
 - (h) Name, title and phone number of contractor's point of contact.
 - (i) Complete "remit to" mailing address on the invoice to indicate where contractor's payment is to be sent. This address must be the same address as on the contract unless changed in accordance with paragraph b.(9) below.

- (3) Correcting invoices and credit memo must be marked as such and must cross-reference the corrected invoice.

b. Payment:

- (1) A proper invoice is an invoice which contains all of the information/documentation specified in paragraph a.(2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated the Exchange paying office.
- (2) Improper invoices may be returned without payment to the contractor.
- (3) The net payment date for Exchange contracts is established at 30 days after receipt of a proper invoice. Discounts for prompt payment, if included in the contract, will be applied as follows:
 - (a) If the contract or purchase order specifies a prompt payment discount period of less than 30 days, the discount will be taken if payment can be made within the stated period otherwise the net payment will be due 30 days after receipt of a proper invoice.
 - (b) If the contract or purchase order specifies a prompt payment discount period of 30 days or more, the discount will be taken if payment can be made within the stated

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period otherwise the net payment will be due 30 days after the prompt payment discount period ends.

- (c) If the contract fails to specify any prompt payment discount, then net payment will be due 30 days after receipt of a proper invoice.

- (4) An invoice is considered to be received on the later of the following dates: EITHER the date a proper invoice is actually received by the designated the Exchange receiving office. If the Exchange annotates the invoice with the date of receipt at the time of receipt OR the date of the invoice if the designated the Exchange receiving office receives a proper invoice but fails to annotate the invoice with the date of receipt at the time of receipt.

- (5) In the event that a prompt payment discount, or other special discounts or allowances specified on contractor's invoice are better than that specified in the contract or purchase order, Exchange may take the more favorable discounts and/or allowances.

- (6) For the purpose of determining whether payment is timely made by the Exchange, a "day" is counted for each calendar day. When payments fall due on Saturday, Sunday or legal Federal holidays, payments made the following business day will not incur late payment interest penalties.

- (7) A discount for prompt payment can be taken by the Exchange if the discounted payment is made within the discount period specified. The prompt payment discount period begins to run on the date of the invoice. Computation of the period for prompt payment discounts begins with the date of invoice; computation for net payment begins with receipt of a proper invoice.

- (8) Payment is made:
 - a) the date a check for payment is dated
 - b) the date an electronic fund transfer is received, regardless of the date the financial institution posts the transfer
 - c) the date a withholding authorized by the contract is initiated by the Exchange

- (9) Payment will be made by mailing a check to the address shown on the contract, unless the contractor provided a different "remit to" address to the contracting officer at the time the terms were negotiated or the contract was issued.
 - (a) If a contractor wishes to change the address (e.g., street, PO Box , city/state) to which payment should be sent or wishes its payments to also reflect a factor's name and be sent to the factor's address the request must be in writing, signed by a responsible official of the contractor, and submitted to the contracting officer. All such requests must clearly establish which division or subsidiary of a corporation such changes apply to and the address which is superseded by the changes. These changes will become effective on the date determined by the Exchange, normally 30 days after approval. Changes will be done on an accommodation basis only, with the

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understanding that no legal obligation is imposed on the Exchange for failure to make payment to the new payee/address.

- (b) Any request by the contractor to change the name shown on the contract or to delegate its obligation under the contract must be sent to the contracting officer.

- (10) Any questions or inquiries concerning invoice payments should be directed to the Exchange paying office designated on the contract or purchase/delivery order. The Exchange does not maintain separate ledger balances for each contractor. Consequently, any inquiry concerning unpaid invoices or other payment discrepancies must include the following data.

<u>Unpaid Invoice</u>	<u>Other Payment Discrepancies</u>
Exchange Contract No.	Exchange Contract No.
Invoice No.	Invoice No.
Date of Invoice	Exchange Charge/Credit Voucher No.
Invoice Amount	Exchange Check No.
Date of Service	

- (11) Any interest penalties due to contractors will be computed in accordance with the Prompt payment Act, 31 U.S.C. 3901- 3906, as amended.

10) Contracting Officer Representative: After contract award, the Exchange Contracting Officer will designate a Contracting Officer's Representative (COR). The duties of the COR cannot be re-delegated. Authority to bind AAFES resides only with the Exchange Contracting Officer and is addressed in Exhibit A, General Provisions and Paragraph 12 of the Schedule.

CORs:

- a. are the Exchange point of contact for day-to-day issues concerning this contract
- b. do not have authority to alter, or otherwise effect the terms and conditions of this contract
Contact the contracting officer immediately if, in your opinion, direction is beyond the scope of this agreement
- c. do have authority to place calls to order contracted services at established rates as identified in this agreement

11) USE OF CONTRACT BY OTHER FEDERAL ENTITIES

- a. Federal Statute and Department of Defense (DoD) Procurement Policy encourage DoD Non-appropriated Fund Instrumentalities (NAFIs) to enter into contracts or other agreements with other Federal Government entities, where it is advantageous to do so. It is solely within the discretion of each entity to decide whether or not to participate.
- b. This is a Non-appropriated Fund (NAF) Contract.
- c. The prices, costs, rates, commissions/fees, terms and conditions and any other contract provision are non-negotiable absent modification, change or amendment by an authorized contracting officer of the NAFI that issued this Contract.
- d. Any dispute and/or claim shall be submitted to the NAF contracting office that issued this Contract for any required adjudication. Any issue between an ordering entity (other than the NAFI that issued this Contract) and the Contractor, which cannot be

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resolved without formal action by the Contracting Officer (e.g., delivery/task order, modification, final decision letter, termination action, etc.) will be referred to the Contracting Officer of the NAFI that issued this Contract for action. Any issue that appears to require formal contract action, and/or that is a potential dispute or claim will be brought to the attention of the Contracting Officer of the NAFI that issued this Contract.

- e. The Contractor shall perform the Contract requirements in accordance with this Contract regardless of which entity places an order against this Contract. The terms and conditions of this Contract shall apply to all performance under this Contract, without regard to ordering entity, delivery or performance site, location or facility.
- f. If the Contractor cannot fulfill a delivery/task order, regardless of reason, the Contractor shall immediately advise the ordering entity. Generally, such notice shall be provided within one (1) business day of the date and time the Contractor is aware (or should have been aware) that the order could not be fulfilled.
- g. The sites, locations, or facilities identified herein as being required in this Contract are not all inclusive of the number of sites, locations, or facilities that may be added in the future; however, this Contract does not create a right of first refusal and does not require, guarantee, or imply the addition of any sites, locations, or facilities to this Contract. Additional sites, locations, or facilities identified in a delivery/task order that are not listed in the Contract, will be added to the Contract by Contract Modification by an authorized Contracting Officer of the NAFI that issued this Contract.
- h. No additional quantities are guaranteed or implied as a result of this clause.
- i. Other Federal entities authorized to place delivery/task orders against this contract include:
 - 1) Army and Air Force Exchange Service (Exchange),
 - 2) U. S. Army Family and MWR Command (FMWRC),
 - 3) Air Force Non-appropriated Fund Purchasing Office (AFNAFPO),
 - 4) U. S. Marine Corps Personal and Family Readiness Division (MR) and Marine Corps Community Services (MCCS),
 - 5) Navy Exchange Command (NEXCOM) and Navy Exchange System (NES),
 - 6) Commander, Navy Installations Command (CNIC), Fleet and Family Readiness (F&FR)
 - 7) Coast Guard Exchange System (CGES); and
 - 8) Other Federal activities not specifically named in this Contract.
- j. More favorable prices, costs, rates, commissions, fees, terms and conditions than reflected in this Contract may be offered by the Contractor to the various ordering entities and/or negotiated by the ordering entities based upon economic factors that support such mutually agreed to arrangements, provided that:
 - 1) any such agreement is made in writing; and
 - 2) a complete copy of any such agreement is given to the Contracting Officer of the NAFI that issued the Contract, prior to performance.
- k. The NAFI that issued this Contract is not responsible or liable for payment related to delivery/task orders issued by another entity. The entity that issues a delivery/task order is solely responsible for payment in accordance with applicable Federal laws. Each delivery/task order issued will include:
 - 1) Contract number against which order is placed;

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- 2) Location where delivery/performance will take place and required delivery / performance date(s);
- 3) Complete contact information for both the ordering entity and any other point of contact that the Contractor may need to complete the order;
- 4) Invoicing and payment instructions and/or procedures for remitting commission/license fee payments to the ordering entity.

- I. On a quarterly basis (15 Jan, 15 Apr, 15 Jul, 15 Oct), unless a different reporting requirement is specified elsewhere in this Contract, the Contractor shall provide the Contracting Officer with a written report recapping all performance for all entities that have placed orders during the preceding quarter.

12) Contracting Authority: The Army and Air Force Exchange Service (Exchange) is a federal instrumentality that must follow procurement policies and procedures set forth in law and Department of Defense regulations. These policies delegate purchasing authority to duly appointed individuals as a contracting officer or ordering agent. Only those individuals delegated this authority are authorized to execute contracts and amendments that commit the Exchange funds. The Exchange associate who is not specifically delegated authority creates an unauthorized procurement action when he or she agrees to buy goods or services or commits the Exchange funds. The same is true when a duly appointed individual exceeds his or her delegated authority.

An unauthorized purchase or contract is a personal commitment between an associate and the vendor, unless the Exchange ratifies the purchase or contract. This means that the Exchange is not financially, contractually or legally obligated to ratify the unauthorized action. It is in our mutual best interest to prevent any such unfortunate incidents.

The Exchange wishes to maintain a good working relationship with all of its contractors. Sometimes in the interest of getting things done you may be asked by an Exchange associate to take some action or deliver goods that is not specifically funded or authorized within the terms of the contract. Whenever this occurs you should contact the contracting officer for specific direction to ensure funds are available, and that, it is an authorized procurement action.

13) LOSSES: The Exchange agrees to notify the Contractor, in writing of any claim for loss within sixty (60) days after the pick-up by Contractor of the securely sealed container of property in connection with which the claim is asserted and unless such notice shall have been given, such claim shall be deemed waived. Such notice shall be deemed to be duly given if sent by certified mail, return receipt requested, and deposited postage prepaid in a post office box regularly maintained, or if sent by overnight delivery service as provided by/an overnight delivery service of national reputation ("Other Carrier") and delivered to such Other Carrier, all charges prepaid, addressed to the Contractor at Contractor's address or to such other address as Contractor may give by notice hereunder, and, if mailed, shall be deemed given upon the mailing thereof [upon the receipt or rejection] or if delivered by Other Carrier, upon the delivery thereof to such Other Carrier.

14) Evaluation and Award: A contract will be awarded to the responsible offeror who is responsive to the solicitation and whose proposal is technically acceptable and is the lowest price.

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15) Contractor Scorecard:

- a. The Exchange depends on the professional service of our contractors to support our requirements. To maintain competent and dependable contractors, the Exchange contracting officers and COR or the on-site Exchange personnel involved with the program will evaluate how well our contractors have performed. The basic evaluation criteria by which the Exchange will evaluate the contractor to ensure quality performance is consistent with stated expectations to include, but not limited to, timely completion and providing all deliverables. Once the Exchange has completed the rating the results will be maintained by the contracting officer and this information may contribute to future contract eligibility for awards. The Exchange will use the evaluation but is not bound to the scorecard rating, i.e., there is no guarantee that the Exchange will exercise the options for satisfactory or exceptional ratings. Conversely, if a contractor cures a deficiency, the Exchange will reserve the decision of exercising a Contract option/extension.
- b. The standard contract administration will occur along with the use of the scorecard. Letters of concern, warning and cure letters will be handled for contract deficiencies.
- c. The contractor scorecard will be completed at least once annually but may be completed as frequently as monthly at the discretion of the COR. The contractor scorecard ratings average score should not be less than a score of 3. A score of 3 denotes that the contract is meeting the minimum contract standards (**See Exhibit H – Contractor’s Scorecard**). These ratings will be sent to the COR at the end of the contract and the completed copy will be provided to the contractor.

16) PRICE PROPOSAL:

- a. Offeror must submit a price for each Location listed on Exhibit E, Price Schedule Listing to include appropriate weight and cube. All prices submitted will be reflective as FOB Origin pricing.
- b. The price must include all expenses to perform full contract requirement as listed in Specifications, Exhibit C, and anywhere else within this solicitation.

////////////////////////////////////LAST ITEM////////////////////////////////////