

## SCHEDULE

1. **Purpose:** Proposals are solicited to establish a security guard service contract for the Army and Air Force Exchange Service (AAFES) in the Dallas area as listed in Exhibit C, Scope of Work. There are three locations that will be serviced using guard force. These locations are Headquarters (HQ), Stoneridge, and Waco Distribution Center (WADC). There is a possibility of two contract awards as a result of this solicitation. HQ and Stoneridge will be awarded on one contract and Waco DC may be awarded on a separate contract. Reference the following exhibits for scope of work:
  - Exhibit C-1: HQ Scope of Work
  - Exhibit C-2: Stoneridge Scope of Work
  - Exhibit C-3: Waco DC Scope of Work
2. **Contract Period:** The contract will be for a period of performance of three base years with two (2) one-year option periods unless sooner terminated in accordance with general provisions. The effective date will be the date of contract award. No representation that this contract will be extended beyond its original period is binding on the Exchange unless in writing signed by the contractor and contracting officer.
3. **Transitioning Clause:** The Army and Air Force Exchange Service (AAFES) is transitioning to a new corporate logo and commercial name (as used in commerce) the "Exchange". Our legal name remains the Army and Air Force Exchange Service and the "AAFES" acronym still exists. However, we are in the process of replacing it with the "Exchange". This clause authorizes the substitution of the word "Exchange" where the "AAFES" acronym exists, except in the case of "Director/CEO, AAFES" which is changed to "Director/CEO, Army and Air Force Exchange Service."
4. **Indebtedness:** Contractor will pay promptly and in accordance with the terms thereof, all indebtedness incurred in connection with the performance of the performance of this contract.
5. **Overview:** This solicitation approaches the purchase from a "value added procurement" approach. It allows greater flexibility to suppliers and the Exchange's ability to evaluate proposals to achieve a higher quality security solution. For this solicitation, the Department of Labor Occupational Levels of Guard Level I and Guard Level II will be utilized. Refer to the Scopes of Work for all duties. The information provided below is for informational purposes only as DOL classifies the Guards as follows:

### **A. GUARD (Occupational Base)**

Protects property from theft or damage, or persons from hazards or interference. Duties involve serving at a fixed post, making rounds on foot or by motor vehicle, or escorting persons or property. May be deputized to make arrests. May also help visitors and customers by answering questions and giving directions. May be required to demonstrate (1) proficiency in the use of firearms and other special weapons and (2) continuing physical fitness.

#### **I. 27101 GUARD I**

Carries out instructions primarily oriented toward insuring that emergencies and security violations are readily discovered and reported to appropriate authority. Intervenes directly only in situations which require minimal action to safeguard property or persons. Duties require minimal training.

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### II. 27102 GUARD II

Enforces regulations designed to prevent breaches of security. Exercises judgment and use discretion in dealing with whether first response should be to intervene directly (asking for assistance when deemed necessary and time allows), to keep situation under surveillance, or to report situation so that it can be handled by appropriate authority. Duties require specialized training in methods and techniques of protecting security areas. The guard shall demonstrate continued physical fitness and shall be proficient with firearms or other special weapons.

III. Usage and locations of Guard levels will be further discussed during the scheduled site visit. All questions and issues relating to this solicitation must be raised in the time frames outlined in the solicitation letter. Failure to do so may result in a proposal being considered non-responsive and not further considered for award.

6. **Option to Extend – Incentive:** Contract options/extensions will be based on contractor's previous year contract performance being satisfactory or better as defined by the Contractor Scorecard and the Exchange's determination of continued need. 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 Exchange intent to extend the term of the contract into the next option period. If Exchange exercises this option, a unilateral amendment will be issued by the contracting officer. In no event will this contract be extended beyond an accumulated period five (5) years from the date established for commencement of services.
7. **Evaluation for Award of Contract:** The Exchange will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Exchange, price and technical factors listed below considered.
  - a. Proposals will be evaluated on the basis of the technical merit and price. Technical merit is more important than price. Meeting the Exchange requirement is essential. As proposals become more equal in their technical merit, the evaluated price becomes more important. The offeror is therefore encouraged to offer the Exchange a sound technical proposal supported by competitive pricing.
  - b. Technical evaluation of the proposals will be evaluated by the Source Selection Committee (SSC). The SSC is a committee of Exchange employees that will evaluate and rank technical proposals based on technical criteria. The business requirements, price and technical factors are listed in:
    - (1) Exhibit C-1, HQ Statement of Work
    - (2) Exhibit C-2, Stoneridge Statement of Work
    - (3) Exhibit C-3, Waco DC Statement of Work
    - (4) Exhibit D, Price Schedule
    - (5) Exhibit H, Technical Evaluation Criteria

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c. The evaluation factors are listed below in descending order of importance. Technical Criteria is most important, followed by Experience of the offeror and Price which are of equal importance:

- I. Technical Criteria (all three sub factors for technical criteria are equal in weight)
  - a. Staffing Composition
  - b. Security Plan
  - c. Management Approach
- II. Experience
- III. Price

8. **Supervisory Controls:** Under the guidelines of non-personal services contract, the Contracting Officer or the Exchange point of contact shall have technical, not supervisory, oversight responsibilities of contractor personnel. Contractor is responsible for supervision and control of its workforce at all times. Contractor will designate a supervisor at all times to serve as a single point of contact for the Exchange on matters regarding the work to be done. The Exchange will provide instruction to the contractor's supervisor and will be available to that supervisor to clarify work assignments and answer questions relating to unusual matters and may review completed work to insure that procedures and techniques have been followed.
9. **Contractor Forms:** The Exchange purchasing regulations require that the Exchange forms and procedures be used exclusively for all contracts, purchase orders and other agreements. Except as authorized elsewhere in this contract, or as authorized in writing by the contracting officer and incorporated in the contract, the Exchange will not accept or be bound by any contractor forms or letters. In the event of a conflict between the contract and the vendor provided documents the Exchange's contract provisions take precedence.
10. **Rights in Data:**
  - a. All data and information supplied to contractor by the Exchange will be deemed Exchange Confidential Information and shall be and remain Exchange sole property.
  - b. All analyses, evaluations, recommendations, notes, models, methodologies, and other Contractor work developed in the performance of this contract shall be and remain the sole property of the Exchange and the United States and may be used on any other work without additional cost to the Exchange and the United States; and with respect thereto, the Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.
  - c. The Contractor agrees that duly authorized representatives of the Exchange shall have access at all reasonable, mutually acceptable times to inspect and review all notes or other data pertaining to the work to be performed under this contract.
11. **Privacy Act (DEC 07)**
  - a. The Contractor agrees to –
    - (1) Comply with the Privacy Act of 1974 (the Act) and Department of Defense rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies
      - (a) The systems of records; and

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(b) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

b. In the event of violations of the Act, a civil action may be brought against the Exchange when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an Exchange function, and criminal penalties may be imposed upon the officers or employees of the Exchange when the violation concerns the operation of a system of records on individuals to accomplish an Exchange function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an Exchange function, the Contractor is considered to be an employee of the Exchange.

c. "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

d. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

e. "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

f. The system or systems of records identified for this contract is/are:

The system of records refers to information collected, compiled, and/or utilized to build a customer database for potential and/or current/follow-on services. Instruments used to collect information in written or electronic formats include, but are not limited to, application for services, verification of credit rating, customer inquiries/comments, data for invoicing current customers, change of address notifications, information used for marketing purposes, etc.

g. Subcontracting/outsourcing customer data outside CONUS is not acceptable for DoD Operational Security (OPSEC) purposes.

12. **Risk of Loss:** Contractor will be liable for any loss or damage to the Exchange owned property, including expenses incidental to any loss or damage, which results from misconduct, omission or negligence on the part of the contractor or contractor's workers or agents.

13. **Insurance:**

a. Contractor will maintain in full force and effect during the period of the contract at least the insurance coverages set out in the Exhibit E Insurance Requirements of this solicitation.

b. Contractor will be liable for damage, loss, or injury to property or persons resulting from acts or omissions of contractor, his workers or agents, whether or not covered by required insurance.

c. The insurance requirements for this contract will apply to the contractor and any sub-contractors for this contract.

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14. **Price Revisions:** The prices 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 an 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 contractor for adjustment must be made in writing to the contracting officer. Such request must provide sufficient factual information and data to substantiate the proposed revision, including clear and definite identification of existing cost factors which could not be identified at time of entering into contract or 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. No request for price increase will be considered within one year of the contract effective date. Contractor has no unilateral right to a price adjustment.
  
15. **Substitution of Subcontractors, Outside Associates and Advisors:** Any subcontractors, outside associates, or advisors required by the contractor in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitution in such subcontractors, outside associates, or advisors will be subject to the prior approval of the Contracting Officer.
  
16. **Confidentiality:** Contractor and the Exchange acknowledge that in the course of this agreement contractor may be supplied with business and customer information considered confidential or proprietary. Contractor agrees to maintain the confidentiality of such information and to treat such information with the same degree of care and security as it treats its own information of like importance. Contractor agrees not to disclose such information to any party who does not have a demonstrable need to know in direct connection with their activities as specifically contemplated by their contract unless required by law or court order.
  
17. **Contracting Authority:** The Army and Air Force Exchange Service (The 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 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 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

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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.

18. **Business Permit:** The contractor certifies by submission of proposal and /or acceptance of a contract that he/she will obtain all necessary permits and licenses relative to operating in the country in which contract will be performed prior to contract performance. The burden of determining applicability of state/local business requirements is strictly contractor's responsibility and will not give rise to any claim against the Exchange or a basis for adjusting terms and conditions of the contract.
19. **Contractor Employee Personnel:** The contractor shall provide at his/her expense a sufficient number of qualified employees for the efficient performance of this contract.
20. **Contracting Officer Representative:** After contract award the Exchange Contracting Officer will designate a Contracting Officer's Representative (COR).  
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 orders for contracted services/line items at established rates as identified in this contract.
  - d. will be responsible to validate all hours worked by the contractor.
21. **Facility Access:** The contractor will be responsible for obtaining installation passes and permits for personnel and or representatives, as required by military installation regulations (reference General Provisions Paragraph, Personal Identity Verification of Contractor Personnel). The Exchange will assist with this process.
22. **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 include, but is 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 will be one of the factors used to determine the exercising of option and /or extension periods and 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.

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Conversely, if a contractor cures a deficiency, the Exchange will reserve the decision of exercising a Contract option/extension.

- b. 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 (Satisfactory). A score of 3 denotes that the contract is meeting the minimum contract standards (See Contractor Score Exhibit). These ratings will be sent to the COR at the end of the contract and the completed copy will be provided to the contractor.
23. **Nonexclusive Contract:** Similar contracts may be made with other contractors for the same items with multiple quotations obtained and awarded based on price and availability. This contract is not to be construed as an exclusive contract for Exchange requirements.
24. **The Exchange's Oracle Advanced Procurement Application (OAPA):**
- a. Unless another clause within the contract states otherwise, most non-retail Exchange orders and contracts will be issued, received and processed through the OAPA. All Exchange suppliers are able to use this application at no charge. Access to this application requires a standard personal computer, an internet connection, and an invitation to register for iSupplier. Since we have instituted OAPA we need our suppliers to use this system to make the process work to its capability. Our non-retail product and services suppliers will use this application to receive purchase orders, contracts, respond to Exchange Contracting Officer Request for Information (RFI), Request for Quotation (RFQ), Auctions and to communicate with Exchange Contracting Officers.
  - b. Suppliers will use the iSupplier module to submit change requests and to input Advanced Shipping Notices (ASNs) so that Exchange personnel can monitor the progress of these orders (Applies to commodities only).
  - c. You may contact the PZ Help Desk for more information at [CPSupport@AAFES.com](mailto:CPSupport@AAFES.com) or speak to your Exchange Contracting Officer.
25. **Quantities:** The number of hours proposed is the offeror's estimated amount of the total number of hours per day per Force Protection Level in support of this contract. The Exchange makes no warranty, expressed or implied, of the actual number of hours to be required for performance of this contract. The Exchange may, at its option, order more or less than the hours indicated, and is obligated only for those hours actually ordered, received and accepted.
26. **"USE OF CONTRACT BY OTHER FEDERAL ENTITIES" (MAY 12)**
- 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

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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 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) IMCOM G9 Family and MWR Programs,
- 2) Air Force Non-appropriated Fund Purchasing Office (AFNAFPO),
- 3) U. S. Marine Corps Personal and Family Readiness Division (MR)  
and Marine Corps Community Services (MCCS),

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4) Navy Exchange Command (NEXCOM) and Navy Exchange System (NES),

5) Commander, Navy Installations Command (CNIC),

Fleet and Family Readiness (F&FR)

6) Coast Guard Exchange System (CGES); and

7) 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;

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.

l. 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 expenditures by item or service including a total for all entities that have placed orders during the preceding quarter. The report will include a quarterly recap that the Contractor will send to the specified POC, for each entity that participated in or that placed orders against this contract.

### 27. **Invoicing and Payment:**

**Questions concerning invoicing and payment should be directed to the Accounts Payable Office. Invoice status can be viewed online at <http://partners.aafes.com>. If internet access is not**

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available, fax your inquiry to 214-465-2900 or email to [apinfo@aafes.com](mailto:apinfo@aafes.com) for correspondence only. To prevent fraud and reporting discrepancies to the IRS, the Exchange requires the W-9 form (included in solicitation/contract) completed and sent to the Contracting Officer. 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 correction.

### a. Invoicing Procedures.

(1) To be considered a 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  
CC: Robert Suesserman  
P.O. Box 660261  
Dallas, TX 75266

(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. 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 memos 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

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specified in paragraph a. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated 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 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:

**(a)** The date the invoice is actually received by the designated Exchange receiving office or,

**(b)** The date of the invoice if the designated 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, the 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

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which payment should be sent or wishes its payments to also reflect a 3<sup>rd</sup> party and be sent to the 3<sup>rd</sup> party's address, the request must be in writing, signed by a person authorized to commit the firm contractually, 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 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> Exchange Contract No. Invoice No. Date of Invoice Invoice Amount Date of Service	<u>Other Payment Discrepancies the</u> Exchange Contract No. Invoice No. Exchange Charge/Credit Voucher No. Exchange Check No.
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(11) Any interest penalties due the Contractor will be computed according to the Prompt Payment Act, 31 U.S.C., Chapter 39.

28. **Alterations:** The following alterations have been made to Exhibit A, General Provisions: **Paragraph 24, Payment Card Industry, and Paragraph 29, UNSPC Item Category Identifiers** is hereby deleted in its entirety.

29. **Glossary:**

TERMS	DEFINITIONS
Award	Choose offer, route for approval, awardee notification
Contracting Officer's Representative	A person designed by the Contracting Officer to assist in the technical monitoring or administration of a contract.
Days	All references to "days" throughout the contract will mean "calendar days" except where "working days" is specifically stated.
Deficiency	Any part of the proposal that exhibits such a degree of weakness as to present a major

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	impediment to even adequate performance; or an omission of some relevant attribute
Evaluation	Review offers and determine best proposal
Negotiation	Open discussions and agree on terms or fees/prices
Solicitation	Solicitation written and put on the street for offers
Source Selection Committee	A selected team that evaluates proposals.

Acronyms:

TERMS	DEFINITIONS
AAFES	Army and Air Force Exchange Service
AFNAFPO	Air Force Non-Appropriated Fund Purchasing Office
CGES	Coast Guard Exchange System
CNIC	Commander, Navy Installations Command
COR	Contracting Officer's Representative
DO	Delivery Order
DoD	Department of Defense, the Government department that the Exchange falls under.
DOL	Department of Labor
F&FR	Fleet and Family Readiness
IT	Information Technology Directorate
MCCS	Marine Corp Community Services
MR	Marine Corps Personal and Family Readiness Division
NAF	Non-appropriated Fund
NAFI	Non-appropriated Fund Instrumentality
NES	Navy Exchange System
NEXCOM	Navy Exchange Command
POC	Primary Point of Contact
PZ	Procurement Directorate
RFI	Request for Information
SSC	Source Selection Committee
TO	Task Order

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