ARMY & AIR FORCE EXCHANGE SERVICE

SOLICITATION/PROPOSAL/AWARD

(MERCHANDISE, SUPPLIES, EQUIPMENT, AND/OR SERVICES)

ISSUING OFFICE	CONTRACTING OFFICER	
Army and Air Force Exchange Service Attn: PL-Z (Ballard) 3911 S. Walton Walker Blvd. Dallas, TX 75236-1598	James Ballard	
	TELEPHONE NO. 214.312.4657	CONTRACT CONTROL NO. (If Applicable)
	ITEMS/SERVICE Mobile Concession Service at FW Warren AFB, WY	

SOLICITATION FOR PROPOSALS

DATE ISSUED	SOLICITATION NUMBER
4 Feb 2013	ATD-00-002-13-13

Proposals are solicited for merchandise, supplies, equipment or services described in this solicitation. Written proposals must be received at the issuing office by 10:00 o'clock a m, local time 04 Mar 2013

PROPOSAL *(To Be Completed By Offeror)*

The offeror agrees, if awarded all or part of the items and/or services solicited, to furnish them according to the price(s)/fee(s), terms and conditions contained in the solicitation and proposal. This proposal will be valid for _____calendar days (60 calendar days unless a different period is entered by offeror) after the date for receipt of proposals established above.

OFFEROR REPRESENTS *(Check appropriate boxes)*

1. That it ☐ is ☐ is not a manufacturer or producer of; ☐ is ☐ is not a regular dealer in; the items provided *(Commodity contracts only)*.

or

2. That it ☐ is ☐ is not engaged in furnishing of services of the type called for herein (Service contracts only).
3. That it operates as an ☐ Individual ☐ Partnership ☐ Corporation, incorporated in the States or Country of _____.
4. That it ☐ is ☐ is not a small business.
5. That it ☐ is ☐ is not a minority business enterprise. (*See definition of page 2*)*
6. That it ☐ is ☐ is not a woman-owned business. (*See definition of page 2*)*
7. That an owner or officer of the firm or the firm or a related firm ☐ has ☐ has not been convicted of a felony related to a business transaction.
8. That an owner or officer of the firm or the firm or a related firm ☐ has ☐ has not been suspended or debarred.
9. That the information provided is full, accurate and complete. For breach of this warranty. The Exchange may terminate for default any contract resulting from this solicitation and all other Exchange contracts.

Check a block for all contracts to be performed in the United States, its possessions and Puerto Rico.

FULL NAME AND BUSINESS ADDRESS OF OFFEROR (STREET, CITY, STATE & ZIP CODE OR COUNTRY)	TELEPHONE NUMBER/FAX NUMBER/EMAIL ADDRESS	
	SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL	DATE
TIN: / DUNS:	TYPED OR PRINTED NAME AND TITLE	

ACCEPTANCE AND AWARD *(To Be Completed By the Exchange)*

CONTRACT AWARDED FOR FOLLOWING:

CONTRACT NO.	AMOUNT: ☒ ESTIMATED ☐ ACTUAL $ 68,000	DATE OF AWARD
SIGNATURE	(TYPED NAME) James Ballard CONTRACTING OFFICER ARMY & AIR FORCE EXCHANGE SERVICE	

INSTRUCTIONS TO OFFERORS AND
CONDITIONS OF PROPOSAL/AWARDS
(Merchandise, Supplies, Equipment and/or Services)

1. CONTENTS OF SOLICITATION/CONTRACT:

This solicitation and any resulting contract consists of EXCHANGE FORM 4450-2, Solicitation/Proposal/Award Merchandise, Supplies, Equipment and/or Services), pages 1 thru 4, and the following listed Schedule and Exhibits.

☒	Schedule, Solicitation No. ATD-00-002-13-13	,page(s) 1	through 3	.
☒	Exhibit A, General Provisions, Contract for Services, Telecommunications, Apr 12	,page(s) 1	through 11	.
☒	Exhibit B, Labor Provisions (without Services Contract Act), May 12	,page(s) 1	through 1	.
☒	Exhibit C, Special Provisions, Telecommunications, Jan 13	,page(s) 1	through 13	.
☒	Exhibit D, Price Schedule	,page(s) 1	through 2	.
☒	Exhibit E, Fee Scheule	,page(s) 1	through 2	.
☒	Exhibit E, Attachment 1 - Settlement Report	,page(s) 1	through 1	.
☒	Exhibit F, Insurance	,page(s) 1	through 1	.
☒	Exhibit G, Performance, Service & Equipment Specifications	,page(s) 1	through 3	.
☒	Exhibit H, Exchange Furnished Equipment	,page(s) 1	through 1	.
☒	Exhibit I, Concessionaire Furnished Equipment	,page(s) 1	through 1	.
☐	Exhibit	,page(s)	through	.
☐	Exhibit	,page(s)	through	.
☐	Exhibit	,page(s)	through	.

2. SUBMISSION OF PROPOSALS:

a. Offerors have been provided one complete copy of the solicitation as identified above, and two proposal packages. Each proposal package consists of EXCHANGE FORM 4450-2, Solicitation/Proposal/Award pages 1 thru 4, and the schedule or exhibits listed below. Also, for service contracts, a Financial and Technical Capability Data Sheet and a Projected Operation Statement are included if checked below.

☒ Financial and Technical Capability Data sheet, if checked. ☐ Operating Statement, if checked.

☒ Documents requested in the Schedule, section 3 - paragraph b.

☒	Exhibit E, Fee Sch	,page(s) 1	through 2	.
☐	Exhibit	,page(s)	through	.
☐	Exhibit	,page(s)	through	.

b. To make a proposal, complete, sign and return two proposal packages.

3. DEFINITIONS:

a. The term "minority business" means a business concern (1) which is at least 51 percent owned by minority group members; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority group members, and (2) whose management and daily business operations are controlled by one or more such minority group members. For purposes of this definition, minority group members include Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, and Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians).

b. The term "women-owned business" means that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

4. PROPOSAL PREPARATION:

a. You are encouraged to contact the contracting officer if you have a question concerning this solicitation. Information about the solicitation furnished any prospective offeror will be furnished all prospective offerors.

b. Furnish all information required by the solicitation on the forms provided. Failure to do so may result in the proposal being considered non-responsive and excluded from consideration for award.

c. Erasures or changes must be initialed by the person signing the proposal.

d. The person signing the proposal must have authority to obligate the firm contractually.

e. Unless otherwise authorized by the solicitation, any alteration to the terms and conditions contained in the solicitation may render offeror's proposal non-responsive.

5. SUBMISSION - Proposals and modifications, if any, must be sent in a sealed envelope addressed to the issuing office with the offer's name (for identification only) and the solicitation number on the front. Telegraphic proposals will NOT be considered unless authorized in the solicitation; however, proposals may be modified by telegraphic notice provided it is received before the time and date set for receipt of proposals.

6. LATE PROPOSALS - The Exchange reserves the right to consider proposals or modifications received late, but before award is made, should such action be to the Exchange advantage.

7. WITHDRAWAL - Proposals may be withdrawn by written notice or telegram received at any time prior to award.

8. NO PROPOSAL - If you don't submit a proposal, DO NOT return the solicitation or proposal packages unless instructed to elsewhere in the solicitation. However, please send us a letter or postcard telling us if you're interested in receiving future solicitations for this type of items or services.

9. ELIGIBILITY OF PROPOSED CONTRACTOR (S):

a. Proposals for merchandise, supplies or equipment will not be considered for award unless submitted by manufacturers or producers of, prime sources , or regular dealers, in the items required.

b. Proposals for services will not be considered unless submitted by persons or firms who, currently or within the preceding six (6) years, have successfully owned, operated, or managed in a full time capacity, for over twelve consecutive months, a business identical or having similar technical and operational characteristics as the service solicited. The phrase operated or managed means the offeror has/had a direct involvement in the day-to-day operation of the business to include responsibility for employment, supervision, scheduling production/services, payroll, and purchasing. The monthly sales volume of the offeror's business must equal or exceed the estimated monthly sales of the proposed concession activity. The Exchange reserves the right to waive all or part of the qualification requirements in the event it is determined to be in the Exchange's best interests.

c. Proposals will not be considered if submitted by brokers, active duty military personnel or U.S. Government employees. This prohibition includes immediate family members of these personnel residing in the same household, unless approved before award of contract.

d. The offeror must have adequate resources to perform the resulting contract and, upon request, furnish proof of same to the contracting officer. The contracting officer may request a financial statement, a cost breakdown, a projected operating statement, or other data from any offeror. Failure to furnish the data requested within the time specified may cause a firm to be determined non-responsible. The Exchange further reserves the right to determine the responsibility of the offerors based on factors including but not limited to the offeror's financial resources, business capacity, performance record, integrity, management/business acumen, technical ability and facilities/equipment.

10. DISCOUNTS (Not applicable to procurements of edible meat, meat food products, dairy products, edible fats or oils, or concession services.) - Prompt payment discounts will be included in the evaluation of proposals provided the period of the offered discount is 20 days or more. Even if not evaluated for award, all discount terms offered will become a part of any resulting contract.

11. ACCEPTANCE AND AWARD

a. The Exchange reserves the right to reject any or all proposals, to waive or correct informalities and minor irregularities in proposals received, and to conduct further negotiations with any or all offerors.

b. Unless otherwise stated in the solicitation (and in the absence of any express limitation made by the offeror), the Exchange may accept all or any part of any proposal, without further negotiations. Proposals should therefore contain the offeror's most favorable terms. Any further negotiations undertaken will not constitute a rejection or counteroffer on the part of the Exchange.

c. When quantities for merchandise, supplies or equipment stated in the solicitation are estimated, the Exchange reserves the right to make an award on any item for the quantity less than the quantity proposed at the unit price offered unless the offeror's proposal specifies otherwise.

d. The Exchange plans to award a contract to the responsive, responsible offeror whose proposal is best for the Exchange, price/fee and other factors set out in the solicitation considered. The Exchange reserves the right to accept other than the lowest proposal, and to make multiple awards unless otherwise provided in the Schedule.

e. Contracting Officer will award the contract by completing the "ACCEPTANCE AND AWARD" block on page 1, signing the contract, obtaining any approvals required by the Exchange directives, and mailing or otherwise furnishing the successful offeror a copy of the completed contract within the time allowed for acceptance of the offeror.

12. INCONSISTENCIES - In the event of an inconsistency between the provisions of this solicitation, the inconsistency will be resolved by giving precedence in the following order: (a) the Schedule; (b) Instructions to Offerors and Conditions of Proposals/Awards; (c) General Provisions; (d) Other provisions of the contract whether incorporated by reference or otherwise; (e) the Specifications; and (f) the Drawings.

13. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION - Offeror certifies that this proposal or any change thereto is made without consultation, communication, or agreement, for the purpose of restricting competition or manipulating awards, and this proposal has not been disclosed and will not be disclosed prior to award.

14. PROPRIETARY INFORMATION - The Exchange will not be bound by any language in any offer purporting to limit the Exchange's right to use or disclose any offer or any part of an offer because of proprietary information in it, unless the contracting officer specifically agrees in writing to such limitations.

15. TAXPAYER IDENTIFYING NUMBER (TIN) - The 9-digit TIN is an identifier required of all individuals and businesses that file tax returns in the United States. For individuals eligible for a social security number (SSN), the SSN assigned by the Social Security Administration serves as the TIN. For resident or non-resident aliens ineligible for a SSN, the individual taxpayer identification number (ITIN) assigned by the IRS serves as the TIN. The Employer Identification Number (EIN) assigned by the IRS serves as the TIN for businesses and entities other than individuals. Failure to provide the TIN may result in a proposal being found non-responsive and not further considered for award.