

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER FOXB52323101		PAGE 1 OF 2				
2. CONTRACT NO. F22600-03-S-0004		3. AWARD/EFFECTIVE DATE 01-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY 81ST CONTRACTING SQUADRON SONIA RUSHING 310 KEESLER AFB MS 39534-2147 TEL: 228-377-1806 FAX: 228-377-3298		CODE FA3010		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO TRIANGLE FITNESS CENTER - FOXB52 ELLEN L. HICKS 834 FLACON STREET BLDG 7503 KEESLER AFB MS 39534		CODE FOXB52		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/ OFFEROR POWER SHACK INC. P.O. BOX 6752 BILOXI MS 39540 TEL.		CODE		18a. PAYMENT WILL BE MADE BY INCOME NO PAYMENT WILL BE MADE BY THE GOVERNMENT KEESLER AFB MS 39534						
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT \$2,400.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED 26-Aug-2003		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) REGGIE E. TEMPLE / FLIGHT B, TEAM B LEADER						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)						
				42b. RECEIVED AT (Location)						
				42c. DATE REC'D (YYMM/DD)		42d. TOTAL CONTAINERS				

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Vending Machines FFP – SERVICES, VENDING MACHINE – Provide the Triangle Fitness Center with one (1) vending machine to sell sports drinks beverages, protein bars, health snacks vitamin supplement products, and light accessories (gloves, wrist supports, and knee wraps). Power Shack will be responsible for providing the maintenance, initial and restocking of such machine. Three attachments are included. Atch 1: Concessionaire Contract Format (5 pages), Atch 2: General Provisions (6 pages) and Atch 3: Wage Determination No: 94-2301 Rev (23) Area: MS, Pascagoula (9 pages) MILSTRIP FOXB5232310100 SIGNAL CODE A</p>	12.00	Months		

CONCESSIONAIRE CONTRACT FORMAT**Contract No. F22600-03-S-0004****ARTICLE I:**

That:

1. This Concessionaire contract by and between the Triangle Fitness Center hereinafter referred to as the NAFI, and Power Shack Inc, hereinafter referred to as the Concessionaire, is for the Concessionaire to provide sports drink beverages, protein bars, health snacks, vitamin supplement products, and light accessories (gloves, wrist and knee wraps to authorized patrons at assigned space at Keesler AFB, MS for a period of days 12 months, beginning 01 Sep 03 and ending 31Aug 04. The hours of operations of this concession will be the same as those of the NAFI where the Concessionaire has been assigned space or as specified in writing by the Contracting Officer. The NAFI will furnish for use of the Concessionaire the following described items: (1) Grant the Concessionaire permission to furnish, install and maintained the machine and (2) Furnish sufficient quantities of space and utilities (including electrical outlets) to ensure operations of the machines.
2. Concessionaire will pay the NAFI a fee in the amount of \$200.00. Payment of fees due the NAFI must be made monthly, no later than the first of each month, or the first workday after each weekend.

ARTICLE II. The Concessionaire shall:

1. Operate the machines set forth in Appendix A and provide maintenance, which is satisfactory to the NAFI. Provide products or services of a quality satisfactory to the NAFI manager or his or her duly authorized representative.
2. At Concessionaire's expense, obtain all permits, give all necessary notices; pay all license fees; and comply with all municipal, and national laws, rules, ordinances, and regulations, as they may apply and assume complete and sole liability for all national, state and local taxes applicable to the property, income, and transactions as prescribed in Article IV, paragraph 6, below.
3. Comply with all applicable laws pertaining to wages, worker's compensation, equal opportunity, and so forth, as implemented by Air Force directives and required by law.
4. Make no alterations in the facilities provided for placement of machines without prior approval from the Contracting Officer.
5. On request of the NAFI manager, or representative, remove from duties on the military installation any servant, agent, or employee of Concessionaire who conduct while in and about the premises covered by this Contract interferes with proper service or discipline.
6. Indemnify, hold and save harmless, and defend the NAFI from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicted on loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Contractor, their agents, servants, or employees while in, on, or about the military installation wherein the concession is located, or while departing from the same; and to indemnify and save harmless the NAFI from and on account of damages of any kind which the NAFI may suffer as the result of acts of negligence, fraud, or misconduct of any Concessionaire's agents, servants, or employees..
7. Provide insurance for all non-Government property and merchandise used by the Concessionaire in the operation of the concession against theft, fire, storm, flood, and damage, or destruction through any other force of nature; or in lieu thereof, to relieve the NAFI from any liability arising from such theft, loss, damage, or destruction
8. At the termination of this Contract, property furnished to the Concessionaire by the NAFI shall be returned in as good order and condition as when Concessionaire began operations therein, with the exception of ordinary wear.

ARTICLE III.

Concessionaire shall not:

1. Represent or permit itself to be represented to the public as an agent or employee of the NAFI by the use of the name of the NAFI on letters, bills, signs, or by any other means. The Concessionaire, its servants, agents, and

employees, are in no sense agents of the United States, the NAFI, the commander of the installation within which the concession exists, or of any other entity having to do with the operations of the NAFI.

2. Sell or remove any property which is owned by the NAFI or any other part of the Federal Government and is used in the operation of the concession.
3. Sublet any of the premises assigned to it or assign to another concession, any part of the premises, or any responsibilities under this contract.
4. Engage in or permit gambling or possession or use of any gambling device on the concession premises or elsewhere on the installation.
5. Sell, deal in, or otherwise possess or transfer, on the concession premises, any form of intoxicating liquors or narcotics.
6. Loan money to or borrow money from customers or others, which includes Federal Government (including NAFI) employees and military personnel.
7. Give or offer to any officer or employee of the NAFI, or any other part of the Federal Government, any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.
8. Use the premises and facilities provided for any purpose other than those specifically set forth herein, or permit or acquiesce in any such unauthorized use by any of its agents, representative, or employees.

ARTICLE IV:

That:

1. Concessionaire shall pay all operating expenses not expressly undertaken by the NAFI in Article I, paragraph 1, of this contract. Operating expenses include: replacement parts, tools and so forth, required to keep the machines in good working order.
2. This contract, unless sooner terminated as herein provided, will be for 1 year from the date of commencement of services set forth in clause 7a below plus the 10 calendar day phase-out-period.
3. This contract is automatically terminated in the event the NAFI is dissolved.
4. On expiration of the term fixed in this Contract or on prior revocation or termination as herein provided, the Concessionaire must immediately remove at the expense of the Concessionaire, or consider property to be abandoned by the Concessionaire and dispose of the abandoned property.
5. Taxes
 - a. The Concessionaire assumes complete and sole liability for all Federal, State, hose country, and local taxes applicable to the property, income, and transactions of the concessionaire; and where required by applicable laws and regulations will collect and remit to the Sate applicable sales taxes. Sales taxes, which have been collected, are excluded from the computation of gross receipts in the determination of the fee payable to NAFI. The amount of taxes excluded will not exceed the actual sum payable to the State. Where required by State law or regulation, the Concessionaire shall obtain and conspicuously display the State sales tax permit.
 - b. The Concessionaire warrants that the amount payable to the NAFI has not been reduced by the amount of any tax or duty from which the Concessionaire is exempt. If any such tax or duty has been included the pricing or consideration through error or otherwise, the contract pricing or consideration will be correspondingly reduced or adjusted. If for any reason after the contract date, the Concessionaire is relieved in whole or in part from the payment or the burden of any tax or duty included in the contract pricing or other consideration, the contract pricing and other consideration will be correspondingly adjusted.
6. Commencement date of service or installation of equipment and phase-in:
 - a. Installation of machines and commencement of service under this Contract will be on 30 Aug 03. Before that date, the Concessionaire may submit a phase-in plan to the NAFI Manager or authorized representative for approval. The phase-in plan will provide timely installation of machines, as required by the NAFI.
 - b. After completion of all machine installations, and periodically thereafter as required by the Contracting Officer, the concessionaire shall provide a listing of all machines on location.
 - c. The phase-in plan and equipment on location listing must provide the following information:

LOCATION	PLANNED INSTALLATION DATE	TYPE MACHINE	MFG & MODEL	DEMO (NEW)	12 MONTH PERIOD
Triangle Fitness	Refrigerated	Dixie Narco # DN 2145	S/N 0017 8022 CX		

Center

Beverage

7.Phase-out and changeover period:

- a. The 10 calendar day period following expiration of this Contract is a phase-out and changeover period during which the concessionaire continues operations and removes machines to correspond to the phase-out of a follow on contract as directed by the NAFI Manager or authorized representative to provide continuity of service.
 - b. The Concessionaire removes all machines within the 10-calendar day phase-out and changeover period as approved by the Contracting Officer. All terms and conditions of the Contract apply to operations and sales during the phase-out and changeover period; however, the period of change over will not be construed as a renewal of the Contract period.
8. Monies will be collected from each machine at least once per month on a regular basis as close to the end of the month as possible. Monies also will be collected before the machines are removed from the NAFI premises for repair or replacement.
9. Any act of vandalism or machine break-ins discovered by the Concessionaire must be reported immediately to the base security police and the Contracting Officer.

CONTRACTUAL CONTENTS: This contract consists of the following documents:

- a. Contract Terms and Conditions
- b. Appendix A, Listing of Vending Machine
- c. Appendix B, Insurance Requirements
- d. Appendix C, Equipment Specifications
- e. Appendix D, Performance Specifications
- f. Appendix E, Fee Schedule
- g. General Provisions (Clause 1-25)
- h. Clauses incorporated by reference
- i. Wage Determination No. 94-2301 Rev 20 Date 5/30/2003

FOR THE NAFI:

FOR THE CONCESSIONAIRE:

Signature of Contracting Officer

Signature of person authorized to sign contract

SSAN

Reggie E. Temple

Type or print name

310 M Street, Bldg 4605

Keesler AFB, MS 39534

Address and phone number Date

Type or print name

Address and phone number Date

APPENDIX A

LISTING OF VENDING MACHINES

Located at:

Keesler AFB MS

Brief Description	Location	Operating	Play of Machine	Bldg No.	Base	Hours	Price
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Refrigerated Beverage Keesler, AFB, MS

7504

APPENDIX B**INSURANCE REQUIREMENTS****VENDING MACHINE CONCESSION**

The Concessionaire will maintain, during any contract period, insurance coverage listed herein with insurance company (ies) acceptable to the NAFI. The insurance coverage's to be maintained are:

a. The following with coverage limits complying with state or military installation requirements; whichever is greater, where this Contract is performed:

(1) Worker's Compensation and Employer's Liability Insurance

(2) Automobile Bodily Injury and Property Damage Liability for vehicles operated in performance of this Contract by the Concessionaire's agents or employees on the military installation, whether or not owned by the Concessionaire.

b. The following coverage will be maintained and as required by the Contracting Officer, the Concessionaire will furnish a Certificate of Insurance, evidencing that insurance is in effect:

(1) Comprehensive General Liability in minimum limits of \$100,000 for personal injury for each occurrence or \$300,000 aggregate and \$50,000 for each occurrence for property damage or \$50,000 aggregate.

(2) Products Liability Insurance in minimum limits of \$100,000 for injury to or death of any one person, \$100,000 for each accident or occurrence, \$300,000 for aggregate products bodily injury liability, \$50,000 for property damage liability and \$25,000 for aggregate products property damage liability.

APPENDIX C**EQUIPMENT SPECIFICATIONS****VENDING MACHINE CONCESSION**

1. The equipment must comply with the specifications set forth herein. All equipment is subject to the Contracting Officer's approval before installation.

The concessionaire will:

a. Provide coin boxes designed in a manner (such as, hasp), which will allow the NAFI to install a padlock to secure the box independent of other locking controls. If coin boxes cannot be locked in this manner, the Concessionaire shall make adjustments required, and the machines will not be put in use until adjustments are made. The Contracting Officer can exempt certain machines where it is impractical to comply with this requirement.

b. All electrical equipment will be installed in accordance with standards of the national electrical code (except overseas areas) and the standards of the basic civil engineer.

APPENDIX D**PERFORMANCE SPECIFICATIONS****VENDING MACHINE CONCESSION**

1. Concessionaire will service and maintain machines as follows:
 - a. Clean exterior of equipment and glass surfaces when machines are serviced and collections are made. Replace glass surfaces promptly if cracked or broken.
 - b. Replace burned out light bulbs in machines. Replace rebound rubber bumpers, plunger springs, and flippers to pinball machines if worn or broken. Replace bun butts and sights for rifle games if damaged or broken.
2. Concessionaire will service machines within 24 hours of notification and replace machines within 48 hours if machines become unserviceable or otherwise fail to comply with the equipment specifications.
3. Concessionaire operates said services and provides machines of a quality satisfactory to the NAFI manager or duly authorized agent. Coins are collected according to Article IV, paragraph 9, before taking any machine off the premises for repair or replacement.
4. Concessionaire submits to the Contracting Officer for review and approval or disapproval a schedule of prices to be charged. On approval of such prices, provides the NAFFMO with a copy of same. The Concessionaire will then adhere to such prices. Prices charged must be consistent throughout Services.
5. Concessionaire keeps the machines in proper mechanical working order at all times, including any meters and special attachments thereto; makes all necessary repairs and replaces parts, and ensures the machines are properly identified.
6. Concessionaire conforms to the requirements of each applicable NAFI as to physical location of machines in use.

APPENDIX E

FEE SCHEDULE

VENDING MACHINE CONCESSION

Offerer enters below a fee percentage offered to the NAFI(s). A single award will be made for all categories in accordance with the Award paragraph of the Schedule. An offer must be made on all categories for that offer to be eligible for consideration for award.

Item No.	Category of Service	Fee
1.	Vending	per month (Flat rate)

OFFERER	(name of firm) POWER SHACK INC (address) P. O .BOX 6752 (telephone no.) 1-800-359-4792 (signature) _____ (typed) THOMAS BANISCH (title) President and Co-Owner
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**TRIANGLE FITNESS CENTER STATEMENT OF WORK
FOR VENDING MACHINE(S)**

1. Contractor would provide and install vending machine(s) capable of providing the following services. Sell: protein bars, health snacks, vitamin supplement, various sports drinks, bottle water, and weight lifting accessories i.e. (gloves, wrist wraps, and knee Wraps)
2. Machine(s) need to be able to accept bills and coins as currency for purchases. If unable to do so Contractor will provide additional change machine capable of this function.
3. Contractor will be responsible for all maintenance for all machines, (vending and change).
4. Contractor will be responsible for all stocking of such machines, initial and all recurring.
5. Fitness Center staff will notify contractor if machines need restocking. Contractor will have 3 days from notification to replenish machines.
6. Contractor will be able to restock 7 days a week, during the following times, Monday through Friday 1000-2000. Sat, Sun & CWS 1200-1700.
7. Vending machine will have contractors name and number posted on it, for customer comments, complaints, and refunds.
8. Payments will be made to the Triangle Fitness Center on the first of each month. In the event that the first of the month falls on a holiday or weekend the payment will be made on the first duty day. Normal duty days for the Triangle Fitness Center are Monday through Friday.