

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
				1 1
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE See Item 16C.	4. REQUISITION/PURCHASE REQ. NO. PR5114118 / PR5082350		5. PROJECT NO.
6. ISSUED BY GS/Procurement Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan		CODE	7. ADMINISTERED BY See Item 6.	
8. NAME AND ADDRESS OF CONTRACTOR		√	9a. AMENDMENT OF SOLICITATION NO. SJA800-16-Q-0012	
			9b. DATED (SEE ITEM 11) March 3, 2016	
			10a. MODIFICATION OF CONTRACT/ORDER NO.	
			10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:</p> <p>(a) by completing Items 8 and 15 and returning one copy of the amendment;</p> <p>(b) by acknowledging receipt of this amendment on each copy of the offer submitted; or</p> <p>(c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</p> <p>If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA				
N/A				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER:				
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return <u>one</u> copy to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION				
Request for Quotations (RFQ) Number SJA800-16-Q-0012 is hereby amended to revise the work statements, effective the date of the Contracting Officer's signature.				
As a result of the changes set forth above, SECTION 1 (pages 4 - 15) of the RFQ is hereby deleted in its entirety and replaced with the attached revised SECTION 1.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (type or print)			16A. NAME OF CONTRACTING OFFICER	
			Adham Z. Loutfi	
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY (signature of person authorized to sign)		BY  (signature of Contracting Officer)		3/17/2016

SECTION 1: The Schedule

1.1 Continuation to SF-1449, Request for Quotations (RFQ) Number SJA800-16-Q-0012, Blocks 23, Unit Price, and 24, Amount

1.1.1 SCOPE OF SERVICES

The Contractor shall provide transportation services and vehicle with driver for the U.S. Embassy Tokyo, Transportation Office in accordance with Schedule of Supplies/Services stated in subsection 1.2. The period of performance for this contract shall be from the date of contract award to June 15, 2016.

1.1.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity (IDIQ), type contract with firm-fixed unit prices.

1.1.3 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

a. Contract Minimum. During the contract period, the U.S. Government shall place orders totaling a minimum of either 6 vehicle days (daily rate with driver) or 7 vehicle days (24 hour rate without driver) This reflects the contract minimum for this period of performance.

b. Contract Maximum. During the contract period, the amount of all orders shall not exceed either 48 vehicle days (daily rate with driver) and 56 vehicle days (24 hour rate without driver) This reflects the contract maximum for this period of performance.

1.1.4 PRICING

a. General

(1) The Contractor shall provide the vehicles with driver at the unit prices shown below.

(2) The quantities in subsection 1.1.4 b are estimates only and are not guaranteed by this contract. See subsection 1.1.3 above for contractual minimum and maximum quantities.

(3) The U.S. Government may issue orders requiring vehicles at multiple locations. Except as specified in the Delivery-Order Limitations clause or in subsection 1.1.3, there is no limit on the number of orders that may be issued.

(4) The U.S. Government will order all work by issuing task orders, see Attachment 1: Sample Task Order Form.

(5) All unit prices are in Japanese Yen and the U.S. Government will make payment in Japanese Yen.

(6) The U.S. Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated stores, please visit the following link for registration: <http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

b. Price Schedule

Daily Rate Pricing - See (1)-(4) below. (9 Hour base)

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity/Day</u>	<u>Estimated Amount</u>
01	Box Truck (2-ton) with driver	Daily	¥ _____	x 1	= ¥ _____
02	Box Truck (4-ton) with driver	Daily	¥ _____	x 1	= ¥ _____
03	Box Truck (10-ton) with driver	Daily	¥ _____	x 1	= ¥ _____

(Overtime time) Hourly Rate Pricing - See (1)-(4) below

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity/Day</u>	<u>Estimated Amount</u>
01	Box Truck (2-ton) with driver	Hourly	¥ _____	x 1	= ¥ _____
02	Box Truck (4-ton) with driver	Hourly	¥ _____	x 1	= ¥ _____
03	Box Truck (10-ton) with driver	Hourly	¥ _____	x 1	= ¥ _____

Total Estimated Amount (Daily and Hourly Combined):

¥ _____

24-Hour Rate Pricing - See (1)-(4) below.

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity/Day</u>	<u>Estimated Amount</u>
01	Box Truck (2-ton) without driver	Daily	¥ _____	x 1	= ¥ _____
02	Box Truck (4-ton) without driver	Daily	¥ _____	x 1	= ¥ _____
03	Box Truck (10-ton) without driver	Daily	¥ _____	x 1	= ¥ _____

Weekly Rate Pricing - See (1)-(4) below

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity/Week</u>	<u>Estimated Amount</u>
01	Box Truck (2-ton) without driver	Weekly	¥ _____	x 1	= ¥ _____
02	Box Truck (4-ton) without driver	Weekly	¥ _____	x 1	= ¥ _____
03	Box Truck (10-ton) without driver	Weekly	¥ _____	x 1	= ¥ _____

Total Estimated Amount (24-Hour and Weekly Combined):
¥ _____

Grand Total Estimated Amount (Daily and Hourly + 24-Hour
and weekly):
¥ _____

Toll Fee and Parking Charges

The U.S. Government will pay toll fee and parking charges based on actual costs incurred. The Contractor shall keep records of each trip and submit verifiable documentation to the U.S. Government.

(1) The above unit prices shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, drivers, communication equipment, all running expenses (i.e., but not limited to, mobile phone, fuel, and oil) including all servicing and insurance, overhead, cancellation, and profit.

(2) If the specified number of trucks is not available, the following substitutions are allowable:

- Larger trucks may replace smaller trucks, but smaller trucks may not replace larger trucks. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of truck ordered by the U.S. Government;

(3) The Daily Rate shall be charged for any consecutive 9-hour period. Any additional periods of 9 hours or any number of hours less than 9 hours within calendar day will be charged at the Daily Rate or hourly rate, whichever is less for the period. Portions of one hour may be divided into one-fourth hour increments and will be the smallest chargeable period of time, and prices will be prorated for the lesser time periods described. Each one-fourth hour increment shall be charged at one-fourth the established Hourly Rate.

1.1.5 Cancellation

The U.S. Embassy will notify the Contractor of any cancellations by 17:30, the day before service.

1.2 Continuation to SF-1449, Request for Quotations Number
SJA800-16-Q-0012, Block 20, Schedule of Supplies/Services

1.2.1 STATEMENT OF WORK

General. The Contractor shall provide transportation services for the U.S. Embassy Tokyo, Transportation Office. The Contractor shall furnish all managerial, administrative, direct labor personnel, vehicles, drivers, communication equipment, all running expenses (i.e., but not limited to, toll fees, mobile phone, parking charges, fuel, and oil) including all servicing and insurance of such vehicles that are necessary to accomplish all work as required by this contract.

1.2.2 DEFINITIONS

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Ordering Officer" means the Contracting Officers of the U.S. Department of State.

"Services" means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

1.2.3 GENERAL REQUIREMENTS

The Contractor shall provide transportation services of luggage and communications equipment during and the lead-up and conclusion to the G-7 Ise-Shima Summit 2016.

1.2.4 MANAGEMENT

a. Transportation Specialists. The U.S. Embassy Transportation Specialists shall be located at the Government's primary hub hotel(s) during the Summit: Hotel(s) to be determined.

b. Contracting Officer's Representative. The Contracting Officer's Representative (COR) is responsible for validating requests from vehicle users, and providing instructions for vehicle use to the Contractor on a daily or less frequent

basis. See SECTION 2 regarding the COR. The COR does not have authority to issue task orders under this contract. See subsection 1.2.10 for task order issuance.

1.2.5 ORDERING

a. Request for Vehicles Forms All services under this contract shall be performed on the basis of the issuance of individual task orders. The U.S. Government will then issue Request For Vehicles form (Attachment 2) against the task order as the need arises. Requirements shall likely be a combination of scheduled and unscheduled orders.

b. Agencies. The requests shall be made by the U.S. Embassy Transportation Officer and/or his/her delegated U.S. Embassy staff on behalf of Department of State, Secretary of State (S/S), White House Communications Agency (WHCA), U.S. Secret Service (USSS), Diplomatic Security (D/S), White House Staff (WHStaff), Public Affairs Section (PAS), and other to be identified.

c. The Contractor shall prepare and submit invoice(s) in accordance with each individual agency. See DOSAR 652.232.70 PAYMENT SCHEDULE AND INVOICE SUBMISSION under SECTION 2.

d. Daily Vehicle Use Record Form. Each driver is required to obtain a certifying signature from the vehicle user on the Daily Vehicle Use Record (Attachment 3) at the end of service each day. This form shall be attached to the invoice as a supporting document to verify the hours of service. See DOSAR 652.232.70 PAYMENT SCHEDULE AND INVOICE SUBMISSION under SECTION 2.

1.2.6 VEHICLE

a. Types of Vehicle. The U.S. Government shall require supply of the following types of vehicles. All vehicles are to be of late model and excellent condition with air-conditioning. Registration numbers are to be supplied in advance.

Type	Size and Description
1. Truck	Box, 2-ton carrying capacity with locking gate
2. Truck	Box, 4-ton carrying capacity with locking gate
3. Truck	Box, +/- 10-ton carrying capacity (7.5 to 8.0 meters length of cargo area) with locking gate

b. Replacement/Serviceing. The Contractor shall replace within three (3) hours with an equivalent vehicle of all types in the event of accident or breakdown.

1.2.7 COMMUNICATION EQUIPMENT

The Contractor shall provide two-way communication equipment (i.e., cellular phones and/or hands-free communication device such as BlueTooth or other) which shall be maintained with every driver at all times during shift.

1.2.8 DISPATCH POINTS

- a. Level of Service. Vehicles shall be required to be available within 05 minutes of the request being made.
- b. Dispatch will be handled by USG Transportation Specialists, from the Hub Hotel or at Nagoya Airport. Dispatch requests will be made by phone to the vendor.
- c. When the driver and vehicle arrive for service, a USG Transportation Specialist will brief the driver on the requirements for the movements.
- d. Drivers should be in possession of hands-free communication equipment (such as BlueTooth or other) to facilitate communication between driver and USG Transportation Specialists and vendor headquarters.

1.2.9 PERSONNEL

- a. Personnel. The Contractor shall provide qualified drivers for each vehicle of all types specified in this contract. Drivers employed to perform services shall be experienced and competent in the performance of such services, and shall possess the appropriate license and insurance.
- b. The Contractor shall provide the COR all information required for both vehicles and drivers with any security clearance, accreditation, vehicle access, and licenses required to provide services under this contract.
- c. Standards. Each driver provided by the Contractor shall be required to meet minimum standards including,
 - (1) Dress - An identifiable though not necessarily identical uniform, with accreditation to be worn at all times.
 - (2) Hygiene - A high level of personal hygiene.
 - (3) Local knowledge - Be completely familiar with all areas of Ise-Shima, Nagoya, and Mie.
 - (4) License - Must possess a Japanese Driver's license.

(5) Security and/or other clearances - All drivers and all other personnel working under this contract must be able to satisfactorily pass any security screening by the Office of Secretariat for Ise-Shima Summit, Ministry of Foreign Affairs, and other authorities. Contractor shall provide two (2) photographs (passport size), and a copy of driver's license (both sides) for each driver 7-10 days prior to commencement of service.

d. Training. The Contractor shall provide training for all drivers in areas such as operating procedures, communication equipment/systems, G-7 Summit 2016.

e. All drivers and personnel working under this contract shall be required to show the U.S. Government proof of completion of the [NASVA](#) online training course.

f. Time Requirements. Within five days after contract award, the Contractor shall submit the following minimum number of names for drivers for the types of vehicles listed below:

<u>Type of Vehicle</u>	<u>Minimum Number of Drivers</u>
1. Box Truck, 2-ton	_____
2. Box Truck, 4-ton	_____
3. Box Truck, 10-ton	_____

g. Standards of Conduct

(1) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(2) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(3) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is

participation in disruptive activities that interfere with normal and efficient Government operations.

(4) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(5) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

h. Personnel Health Requirements

All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation.

1.2.10 TASK ORDERS

Task Orders under this contract shall contain the following information:

- (a) Name of contractor
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Number of vehicles
- (f) Unit price, and
- (g) Total price
- (h) Payee

The Contracting Officer may place orders orally, telephonically, by facsimile, or in writing. Oral orders shall be confirmed in writing within three calendar days.

1.2.11 LAWFUL OPERATION, PERMITS, INSURANCE AND INDEMNIFICATION

a. Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

b. Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of such costs and must include all such costs in the fixed prices in this contract.

c. Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:

--negligence of the Contractor's personnel in the performance of this contract, or

--any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies.

d. Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) Bodily injury on or off the site stated in Japanese Yen:
Per-Occurrence ¥30,000,000
Cumulative ¥90,000,000

(2) Property damage on or off the site stated in Japanese Yen:
Per-Occurrence ¥3,000,000
Cumulative ¥9,000,000

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from an incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

e. Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

1.2.12 Deliverables

The following items shall be delivered under this contract:

Description	Quantity	Delivery To	Date
1.2.5 c. and d. Invoices	1	COR	End of Services
1.2.9 b. List of Personnel	1	COR	10 days after award

1.2.9 c.(6) Photographs and Driver's Licenses	1	COR	10 days after award
1.2.9 e. NASVA Certificate	1	COR	10 days after award
1.2.11 Evidence of Insurance	1	CO	10 days after award

1.2.13 Quality Assurance and Surveillance Plan (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all transportation services set forth in Subsection 1.2 Schedule of Supplies/Services	Subsections 1.2.1 thru 1.2.12	All required services are performed and no more than two customer complaints are received per month.