

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   1
<b>2. AMENDMENT/MODIFICATION NO.</b> A001	<b>3. EFFECTIVE DATE</b> See Item 16C.	<b>4. REQUISITION/PURCHASE REQ. NO.</b> PR11332025	<b>5. PROJECT NO.</b>	
<b>6. ISSUED BY</b> Procurement/Contracting Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan	<b>CODE</b>	<b>7. ADMINISTERED BY</b> See Item 6. <b>CODE</b>		
<b>8. NAME AND ADDRESS OF CONTRACTOR</b>		<input checked="" type="checkbox"/>	<b>9a. AMENDMENT OF SOLICITATION NO.</b> 19JA8023Q0005	
			<b>9b. DATED (SEE ITEM 11)</b> January 6, 2023	
			<b>10a. MODIFICATION OF CONTRACT/ORDER NO.</b>	
			<b>10b. DATED (SEE ITEM 13)</b>	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<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 checked="" 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: (a) by completing Items 8 and 15 and returning one copy of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers.				
<b>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.</b> 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.				
<b>12. ACCOUNTING AND APPROPRIATION DATA</b>				
Not applicable.				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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:				
<b>E. IMPORTANT:</b> Contractor [ ] is not, [ ] is required to sign this document and return <u>one</u> copy to the issuing office.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION</b>				
Request for Quotations (RFQ) No. 19JA8023Q0005 is hereby amended to revise subsections B.3.3 BASE YEAR PRICES thru B.3.5 SECOND OPTION YEAR PRICES on page 4 and C.2.3.2 Scaffolding/Gondola on page 8 of the RFQ, effective the date of the Contracting Officer's signature.				
As a result of the change set forth above, SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS and SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT of the RFQ are hereby deleted in their entirety and replaced with the attached revised SECTIONs B and C.				
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.				
<b>15A. NAME AND TITLE OF SIGNER (type or print)</b>			<b>16A. NAME OF CONTRACTING OFFICER</b>	
			Shelton C. Bowers	
<b>15B. NAME OF CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>	
BY (signature of person authorized to sign)		BY (signature of Contracting Officer)	January 27, 2023	

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for all exterior caulking replacement services for the U.S. Embassy Housing Compound in Tokyo, Japan (also known as Mitsui Housing Compound, or MHC) as described in Sections B and C of this contract, and the exhibits in Section J.

### B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity (IDIQ) type contract for exterior caulking replacement services. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Verbal task orders maybe necessary for emergencies, however, they shall be issued in writing within three working days after issuance of the verbal instructions. The task orders shall specify the location and type of work requested (see subsection B.4 ORDERNIG and the example in SECTION J, EXHIBIT J-1 SAMPLE TASK ORDER FORM).

The contract will be for a one-year period from the date specified in Notice to Proceed, with two one-year options. For each effective year of the contract, the U.S. Government guarantees a minimum order of \$10,000 or its equivalent in Japanese Yen worth of services. The maximum amount of services ordered under the contract will not exceed \$245,000 in total three years or its equivalent in Japanese Yen worth of services.

### B.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in Subsection B.4.3 CONTENTS OF TASK ORDERS. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, and disposal fee of removed materials.

B.3.1 NOTE TO LOCAL VENDOR - 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 U.S. 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:

[https://www.mofa.go.jp/mofaj/ms/po/page22\\_003420.html](https://www.mofa.go.jp/mofaj/ms/po/page22_003420.html) (Japanese)  
[https://www.mofa.go.jp/ms/po/page22e\\_000946.html](https://www.mofa.go.jp/ms/po/page22e_000946.html) (English)

B.3.2 CURRENCY - All prices shall be in Japanese Yen.

B.3.3 BASE YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

Description of Services	Unit of Measure	Price per Unit x	*Estimated Quantity =	Total Estimated Price
a. Caulking Work (per subsection C.2.3.1)	Linear Meter	¥	5,000	¥
b. Scaffolding 1 (per subsection C.2.3.2.a)	Square Meter	¥	400	¥
c. Scaffolding 2 (per subsection C.2.3.2.b)	Square Meter	¥	400	¥
d. Gondola 1 (per subsection C.2.3.2.c)	Per location	¥	5	¥
e. Gondola 2 (per subsection C.2.3.2.d)	Per location	¥	5	¥
f. Gondola 3 (per subsection C.2.3.2.e)	Per location	¥	5	¥
g. Estimated Grand Total for Base Year:				¥

B.3.4 FIRST OPTION YEAR PRICES (starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months).

Description of Services	Unit of Measure	Price per Unit x	*Estimated Quantity =	Total Estimated Price
a. Caulking Work (per subsection C.2.3.1)	Linear Meter	¥	5,000	¥
b. Scaffolding 1 (per subsection C.2.3.2.a)	Square Meter	¥	400	¥
c. Scaffolding 2 (per subsection C.2.3.2.b)	Square Meter	¥	400	¥
d. Gondola 1 (per subsection C.2.3.2.c)	Per location	¥	5	¥
e. Gondola 2 (per subsection C.2.3.2.d)	Per location	¥	5	¥
f. Gondola 3 (per subsection C.2.3.2.e)	Per location	¥	5	¥
g. Estimated Grand Total for Base Year:				¥

B.3.5 SECOND OPTION YEAR PRICES (starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months).

Description of Services	Unit of Measure	Price per Unit x	*Estimated Quantity =	Total Estimated Price
a. Caulking Work (per subsection C.2.3.1)	Linear Meter	¥	5,000	¥
b. Scaffolding 1 (per subsection C.2.3.2.a)	Square Meter	¥	400	¥
c. Scaffolding 2 (per subsection C.2.3.2.b)	Square Meter	¥	400	¥
d. Gondola 1 (per subsection C.2.3.2.c)	Per location	¥	5	¥
e. Gondola 2 (per subsection C.2.3.2.d)	Per location	¥	5	¥
f. Gondola 3 (per subsection C.2.3.2.e)	Per location	¥	5	¥
g. Estimated Grand Total for Base Year:				¥

\*This estimated quantity is for evaluation purposes only.

B.3.6 GRAND TOTAL PRICE FOR BASE YEAR PLUS TWO OPTION YEARS

Base Year Total:	¥
First Option Year Total:	¥
Second Option Year Total:	¥
<b>Grad Total Price for All Years</b>	¥

B.3.7 MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of \$30,000. This reflects the contract minimum guarantee for the total three years. The amount of all orders, for base and all option years shall not exceed \$245,000. This reflects the contract maximum.

B.4 ORDERING - The U.S Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the commencement date specified in the Notice to Proceed until the end of the "Period of Performance" (see subsection F.2 PERIOD OF PERFORMANCE). All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders verbally but will be confirm them in writing within three working days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the Contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the Contracting Officer's Representative (COR) or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for exterior caulking replacement services on an as-needed basis. See Exhibit J-1 - SAMPLE TASK ORDER FORM. Task Orders shall include, but not limited to:

- a. Date of order;
- b. Contract and Task Order numbers;
- c. Location of property;
- d. Amount of work (square meters or linear meters); and
- e. unit price and total amount.

B.4.4 COMPLETION DATE - The Contractor shall complete all services on individual housing units within seven calendar days of receipt of a task order. The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

The time period specified above may be shortened if mutually agreed to by the contractor and the U.S. Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 INTRODUCTION

C.1.1 GENERAL - The U.S. Government requires a exterior caulking replacement service contractor to perform task orders on U.S. Embassy housing compound in Tokyo, Japan (also known as Mitsui Housing Compound). The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2 DESIGNATED REPRESENTATIVE - The Contractor shall designate a representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the U.S. Government. The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours (see Section F.8 WORKING HOURS) and shall have supervision as its sole function during the times while on duty. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.3 PERSONNEL - The Contractor shall be responsible for providing a qualified work force capable of providing the services specified in this contract. The Contractor shall insure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades.

### C.2 SCOPE OF SERVICES

C.2.1 GENERAL - The Contractor shall provide all labor, tools, equipment, materials, paints, supervision, and services, unless otherwise specified, to complete the work required herein. All the work and procedures in the contract shall be performed in conformity to the specifications. All local labor standards for occupational safety and health apply to this contract.

C.2.2 SCOPE OF WORK - The Contractor shall perform caulking under black gaskets on the exterior walls of Sirota Gordon/Harris/Perry towers, Temple/Mitsui townhouses, Daly Hall, and gym at the Mitsui Housing Compound.

#### C.2.3 WORK DESCRIPTION

##### C.2.3.1 Caulking Work

a. The Contractor shall-

- (1) remove the black neoprene joint gasket on the exterior walls, parapets, and roof edges;
- (2) remove all dirt, loose particles, contaminated coatings, grease, oil from the surfaces; and

(3) repair any torn building rubber sheet behind the gaskets by patching with new rubber sheets; and apply/inject the silicone base caulking against the exposed rubber sheets for protecting from water penetration. Thickness of caulking injected in the gasket frame shall be approximately 8mm in minimum.

b. The Contractor shall restore the black neoprene joint gasket after the caulking is completely dried.

c. The Contractor shall apply water with a water hose on the affected surfaces to confirm the water leak repair.

C.2.3.2 Scaffolding/*Gondola*. Scaffolding/*Gondola* is required in case of caulking in the high-wall of a building that is unable to reach with a standard ladder. The Contractor shall submit the sketch of scaffolding/*Gondola* layout and receive an approval from the COR before putting up scaffolding.

a. Scaffolding 1. A 600x1800mm platform with cross-braced scaffolding which includes the scaffolding materials, truck, transportation (deliver and return) and assembling/disassembling work. The assembled scaffolding must remain at work site until the caulking work in a particular area is substantially completed.

b. Scaffolding 2. A 600x1800mm platform with cross-braced scaffolding which includes the scaffolding materials and the continuous activities of re-assembling and disassembling work by using the scaffoldings that are previously used for another building in the same land site.

c. *Gondola* 1. One set of minimum size 900X1800mm *Gondola* unit and equipped with proper counterweight or equivalent which includes the scaffolding materials, truck, transportation (deliver and return) and assembling/disassembling work, necessary electric work performed by a certified electrician and necessary touch up for anchors. The assembled *Gondola* must remain at work site until the caulking work in a particular area is substantially completed.

d. *Gondola* 2. The Contractor shall move the same *Gondola* unit and counterweights on the same roof.

e. *Gondola* 3. The Contractor shall disassemble the same *Gondola* unit and counterweight or equivalent that are previously used and relocate to other level or other building of roof and then re-assemble the *gondola* and counterweight.

### C.3 PROTECTION OF WORK AND CLEAN UP

C.3.1 Work Protection. All work, either in progress or in a completed state under this contract, shall be continuously protected by the Contractor against damage, and shall be so secured as to

preclude any accident or damage to adjacent property or personnel, until turned over to and accepted by the U.S. Government.

C.3.2 Cleaning. On completion of caulking work of the exterior surfaces, the Contractor shall thoroughly clean the entire work area in broom-clean conditions prior to turnover to the U.S. Government.

C.3.3 Debris Disposal. The Contractor shall dispose of all debris generated and/or left over from the contracted work outside the Mitsui Housing Compound in accordance with applicable local codes for industrial waste disposal.

#### C.4 HAZARDOUS MATERIALS

The Contractor shall provide the COR a hazardous material (HM) inventory and material safety data sheets (MSDS) in English before such HM comes to the work site.

#### C.5 CONTRACTOR'S SUBMITTAL

The Contractor shall submit a safety plan report prior to starting the services.

#### C.6 GUARANTEE

The Contractor shall guarantee all the work completed under this contract against any defects resulting from the Contractor's performance and/or Contractor furnished materials for the period of one (1) year after final inspection and acceptance of the work by the COR. During the guarantee period of one (1) year, any found defects attributed to the Contractor's responsibilities shall be corrected by the Contractor accordingly at no additional cost to the Government.

#### C.7 MAJOR REPAIRS

The Contractor shall immediately inform the COR or the Embassy Facility Management Office of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The Contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The Contractor shall be liable for the costs for any damage that occurs as a result of the Contractor's negligence in its duty to inform the COR. The Contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.



#### C.8 CONTRACTOR PERSONNEL

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

#### C.9 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- a. Develop and maintain checklists of duties to be carried out,
- b. Ensure these duties are carried out by the supervisory staff and senior employees, and
- c. Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of all inspection reports to the COR.

The Contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

#### C.10 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.