

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 30-Nov-2011	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355		CODE W5J9LE	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W5J9LE-12-T-0003
			X	9B. DATED (SEE ITEM 11) 19-Nov-2011
				10A. MOD. OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 <u>1</u> copies 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. 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. 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.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
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: (Specify authority) 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 (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this Amendment is to: 1.) Extend the due date of quotes until 6 December 2011 at 11:00AM, local time. 2.) Answer questions submitted. See continuation page. 3.) Revise the Statement of Work/Performance Work Statement. The previous Statement of Work is deleted in its entirety and replaced with a revised one. The changes were focused on the 3.1 Section of the document. All other terms and conditions remain unchanged. Offerors MUST acknowledge receipt of this Amendment by returning a signed copy with their submittals or acknowledging this Amendment in a narrative form within their submittal. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL:	EMAIL:
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 30-Nov-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 3-Q&A

Amendment 3 Questions and Answers-

Question 1:

Could you please clarify for me the pricing process. Should we give you one price for each type of vehicle and that price will be for all locations, or should we give you separate price for separate vehicles to separate locations.

Answer: The Government provided a pricing schedule in the RFQ which should be used. The Government also provided (upon request and per the RFQ Instructions) a document to vendors that showed the vehicle types and quantities for each location to assist contractors in preparing their quotes. Given this information, contractors can provide their pricing in accordance with our pricing schedule.

Question 2: Why do you have Passenger vans in the Statement of Work/Performance Work Statement (SOW/PWS) and on the pricing schedule when the quantity is zero? Do you need passenger vans?

Answer: In the past, the Government has procured passenger vans and we decided to leave the description in the SOW/PWS. Offerors do not have to list a price for passenger vans if they do not want to. There is always a possibility that the Government might need them later and having pricing would be helpful. Since the quantity is zero, any pricing would not be considered in the evaluation of pricing. Any future passenger vans needs would be procured through a new contract or possibly by negotiating a modification with the contractor.

Questions 3-6 were submitted regarding the Soft Sports Utility Vehicles and Soft pickup trucks.

Question 3:

Are Power doors equivalent to Central Locking System?

Answer: Yes.

Question 4:

Please confirm requirement for Power Windows. Will sliding windows be acceptable?

Answer: Yes. The SOW/PWS has been revised.

Question 5:

Your SOW/PWS calls for key access protective device with theft deterrent ignition – please provide additional information.

Answer: This requirement is deleted from the SOW/PWS.

Question 6:

Your SOW/PWS calls for Codes for keyless entry. No codes should be required for keyless entry; vehicle would be unlocked from remote device. Please confirm this is acceptable.

Answer: This would be acceptable. Please see revised SOW/PWS.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 03-Dec-2011 11:00 AM to 06-Dec-2011 11:00 AM.

The following have been added by full text:

SOW/PWS-REVISED

TRANSATLANTIC SOUTH (TAS) TRANSPORTATION SERVICES**STATEMENT OF WORK/PERFORMANCE WORK STATEMENT**

Revised 30 Nov 2011

1.0 SCOPE

The Contractor shall provide vehicle lease services to include soft sports utility vehicles, passenger vans, soft trucks, and Light Armored Vehicles (LAV). The service includes routine maintenance, major and emergency repairs, and recovery and towing services of disabled vehicles within the Area of Responsibility of the US Army Corps of Engineers Afghanistan South District. The pricing schedule in Section B of the contract outlines the type of vehicles and quantities. The Contractor shall maintain at all times the confidentiality of proprietary information that results from proximity to information that pertains to other Contractors, service providers, or Contractor firms with whom its employees come into contact during the course of their performance on this contract. All Contractor employees will be required to maintain the security and confidentiality of all information that directly or indirectly comes into their possession or attention on a strict operational need-to-know basis. The Contractor will act as an independent Contractor and not as an agent of the U.S. Government and shall, in accordance with the terms and conditions of the contract, furnish all vehicles, vehicle service locations, labor and supervisory management required for the performance of the work.

- 1.1 The contractor shall provide vehicles and services for the following locations: USACE-TAS at Kandahar Air Field (KAF), Kandahar Province; Camp Lindsey, Kandahar Province; Forward Operating Bases: Qalat, Zabul Province; Lashkar Gah, Helmand Province; Herat, Herat Province; Tarin Kowt, Dykundi Province; Spin Bulak, Kandahar Province; Base Smart, Zabul Province, Camp Dwyer, Helmand Province; Farah, Farah Province; Ramrod, Kandahar Province; Camp Tombstone, Helmand Province; Shindand, Herat Province; and Delaram, Nimruz Province and various future locations.
- 1.2 The vehicles shall be in 2010 or newer model year, with less than 20,000 km, and in excellent mechanical condition, and with minimal cosmetic or body deficiencies. The vehicles shall have

complete and verifiable services records and be free of rust. Colors should be of a neutral color tone and the vehicles shall be left-hand drive (steering wheel on the left).

Transition-In: The contractor shall provide 50% of the leased vehicle requirement within ten (10) days of the beginning of the period of performance (PoP) and provide the remaining 50% of the leased vehicle requirement within twenty (20) days of the beginning of the (PoP) for inspection at a location acceptable to the Government. Once accepted, the vehicles will be delivered, at contractor expense, to specified locations outlined in Section 1.2 in accordance with Section 3.2. The monthly Lease payments for each vehicle will start once delivery has been received and accepted at the specific location as designated by the Government, with prorated payments (based on the monthly rate divided by the number of days in the month) made for vehicles delivered throughout the first month.

Transition-Out: The Government intends to utilize the leases for the entire PoP of the contract. The contractor is responsible for completing inspections of the vehicles and removing them from the Government locations at the end of the PoP. Any claims or financial requests for damage must be submitted before the vehicles are removed from the Government location and must be submitted at least 48 hours prior to the end of the PoP so that Government representatives have sufficient time to investigate and document the situation. Contractors must stagger final inspections so as to not disrupt the Government's usage of the vehicles.

1.3 The period of performance of this contract is one base year plus one six month option period.

1.4 Vehicles are driven almost exclusively on and around military bases and average annual mileage has historically been under 7,000 km per year.

2.0 DEFINITIONS

2.1 CONTRACTOR. Contractor and its subcontractors at any tier.

2.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An appointed assistant of the Contracting Officer authorized to administer the terms of the contract. A COR cannot obligate the Government monetarily unless the COR is warranted and granted specific Administrative Contracting Officer authority.

3.0 SERVICES TO BE PERFORMED

3.1 Leased Vehicles:

- a. LAV's. All LAVs will be diesel powered, 4-wheel drive, model year 2010 or newer, in excellent running condition with minimal body damage, fully mission capable, and with ballistic protection in accordance with the National Institute of Justice (NIJ) Level 3 (B6) protection. This shall include at a minimum: armored against land mines, non-flattening tires and complete cabin protection against 7.625x51mm lead core steel jacket bullets. The LAV's should also provide side-blast protection. Upon delivery the Contractor shall provide the B6 documentation for each vehicle. All LAVs shall contain the following

equipment at a minimum: Fire Extinguisher, First Aid Kit, All-Terrain flat free steel belted spare tires, 2 inflated (full size) flat free spare tires, Commercial/heavy duty factory installed heating/cooling system, side view mirrors, seat belts, ballistic glass on all windows. Vehicles must have four (4) functional keys that are able to start the vehicle. If vehicle has keyless entry, the Government must receive the codes and they must be working, or the contractor must have a way to remotely unlock the vehicles should the keyless entry system fail. For the rear hatch, there must be an ability to open it from inside the vehicle in case the vehicle is disabled and there is no power.

- b. Soft Sports Utility Vehicle - Toyota Prado or equivalent, 4-wheel drive, model 2010 or newer vehicles, in excellent running condition with minimal body damage. Vehicles shall have signal lights, headlights, inner mirror, side mirrors, air conditioning and heat, radio, spare tire with tire jack, tire iron necessary to lift vehicle, cloth seats, window defoggers, and wipers. Vehicles must have four (4) functional keys that are able to start the vehicle. If vehicle has keyless entry, the Government must receive the codes and they must be working, or the contractor must have a way to remotely unlock the vehicles should the keyless entry system fail. Keys must be able to manually unlock the two front doors. The rear hatch door does not require key entry, but must have an ability to open it from inside the vehicle in case the vehicle is damaged and there is no power.
- c. Soft Truck - Toyota Hilux or equivalent, 4 passenger, 4-wheel drive, model year 2010 or newer vehicles, in excellent running condition with minimal body damage. Vehicles shall have signal lights, headlights, inner mirror, side mirrors, air conditioning and heat, radio, spare tire with tire jack, tire iron necessary to lift vehicle, cloth seats, window defoggers, and wipers. Vehicles must have four (4) functional keys that are able to start the vehicle. If vehicle has keyless entry, the Government must receive the codes and they must be working, or the contractor must have a way to remotely unlock the vehicles should the keyless entry system fail.
- d. Passenger Van - Toyota Chiace or equivalent, model year 2010 or newer, 12 or more passengers, in excellent running condition with minimal body damage. Vehicles shall have signal lights, headlights, inner mirror, side mirrors, air conditioning and heat, radio, spare tire with tire jack, tire iron necessary to lift vehicle, cloth seats, window defoggers, and wipers. Vehicles must have four (4) functional keys that are able to start the vehicle. If vehicle has keyless entry, the Government must receive the codes and they must be working or the contractor must have a way to remotely unlock the vehicles should the keyless entry system fail.

3.2 Vehicle Inspection – Initial Delivery and Acceptance: Following contract award, the Government will provide to the Contractor the specific locations where each of the vehicles is to be delivered. Upon vehicle arrival, an inspection will be made that will be conducted and documented in accordance with FAR Part 46 and Attachment A of the Statement of Work-- Initial Delivery and Acceptance, which will be completed and signed by both the Government Representative and the Contractor Representative. If a vehicle is deemed unacceptable, it is the Contractor's responsibility to replace the vehicle at no cost to the government, in order to meet the requirements of the contract. The Government will provide the Contractor with appropriate delivery security information. In unusually dangerous or extreme circumstances the Government, at its discretion, may assume responsibility for delivering the vehicles to its intended destination.

3.3 Maintenance and Repairs: Maintenance inspections and services are initiated by the contractor. The Contractor shall also make all necessary repairs to ensure vehicle availability at all times to support

the USACE mission. All included vehicle functions, including but not limited to lights, air conditioning, heating, radio, power windows, locks, horn, etc. shall be fully functioning at all times, or the contractor will promptly repair them at no cost to the Government. The Government will not provide pre-established vehicle service centers (VSCs) in Southern Afghanistan. The Contractor shall provide all labor, tools supervision, reporting, equipment, materials and other items necessary to perform vehicle maintenance. The contractor shall perform scheduled maintenance in accordance with the manufacturer's recommendations, or as needed. The contractor is responsible for maintaining the schedule and notifying the COR a minimum of one (1) week in advance of scheduled maintenance of the leased vehicles. The contractor is responsible for coordinating maintenance and repairs and the contractor shall pick the vehicles up from the Government location and return them to the Government location using his own personnel unless the COR indicates otherwise. Contractors should have the capability to complete most maintenance and servicing with 24-48 hours of appointment. Should the maintenance or repairs require more than one day of service, the Contractor shall immediately provide an equivalent or similar replacement vehicle to the Government at no additional cost for the duration of the service, unless otherwise indicated by the COR. Scheduled maintenance will be documented and signed by a site representative. The Contractor will provide one copy of the site maintenance record to the COR upon request. If the contractor does not provide a replacement vehicle to the Government within one day, monthly invoices shall be reduced in an amount equal to the monthly rate of the vehicle divided by the number of days in the month multiplied by the number of days that the Government has no replacement vehicle.

- 3.4 All required maintenance and repairs, other than those required due to damage caused by clear Government misuse, negligence, or acts of war, shall be covered in the monthly pricing. The contractor should be aware that the vehicles will be used in Afghanistan primarily on and around military bases which normally have dirt roads and rock/stones as the ground surface. The Government will not pay for repairs that are necessary due to expected wear-and-tear that vehicles endure while being driven in Afghanistan. This includes, but is not limited to, rock chips, dents and scratches caused by flying rocks and debris, flat/leaky or worn tires, loose vehicle parts, dust clogs, overheating, engine failure, mud staining, lighting problems, battery failure, etc. Additionally, recovery and towing services required for disabled vehicles is included in the pricing for the vehicles. Exceptions to this include vehicles that are disabled due to acts of war, or if the vehicle is disabled off of a base in an area deemed to be extremely dangerous by the COR. Towing and recovery of vehicles that are disabled off of a base due to acts of war or a vehicular accident are not the responsibility of the contractor.

At least quarterly, the contractor shall examine vehicles for signs of clear misuse or negligence by the Government and report them to the COR within 24 hours of discovery. In such instances, the contractor shall provide to the COR and the Contracting Officer, within 4 days of filing the report with the COR, a firm fixed price quote to repair the vehicle to the condition it was in just prior to discovery of the damage. The quote should provide sufficient information (i.e. materials with documentation, labor hours and rates, etc.) to allow the Government to evaluate it for reasonableness. The COR will review the claim made by the contractor and the Contracting Officer will review to ensure the pricing is fair and reasonable and a modification to the contract may be issued to authorize the repair. Should the repair services require more than one day of service, the Contractor shall provide an equivalent replacement vehicle for the duration of the repairs, if requested by the COR. The Government will pay a daily loaner rental fee no greater than the monthly cost of the vehicle being repaired divided by the number of days in the month times the number of days the vehicle is loaned to the Government. Claims submitted to the Government for long-existing damage to vehicles

will not be considered since they were not reported to the Government in a timely manner for investigation.

- 3.5 **Catastrophic Loss:** In cases of complete and total catastrophic loss, the Government shall make a determination of whether the vehicle is to be replaced. Based upon this determination, the Government will provide funding for vehicle replacement at the unit price for the vehicle to be replaced. The Government will provide funding for payment to the Contractor for destroyed vehicles in accordance with FAR Par 31, 205-11. "Depreciation", FAR Part 31.205-16, "Gain and Loss on disposition of assets", and FAR Part 31, 205-36, "Rental Costs".
- 3.6 **Vehicle Inspection – Returned to Contractor:** When a vehicle is returned to the contractor a Vehicle Inspection - Returned to Contractor (Attachment B) form shall be completed and signed by both the Government Representative and the Contractor Representative.
- 3.7 **Points of Contact:** The Contractor will provide a point of contact within his/her company, fluent in English, to interface with the Contracting Officer or COR on issues concerning vehicle maintenance, repairs, retrieval and recovery. Contractor shall provide a, 7 days a week/ 24-hours a day, contact number and e-mail address for use in an emergency. Contractor personnel must be able to respond to Government inquiries within 2 hours.
- 3.8 **Records:** The contractor is responsible for maintaining records of all maintenance and repairs conducted for review by the government upon request.
- 3.9 **Training:** Contractor shall comply with generally accepted standards for service training qualifications for mechanics.

4 INVOICES & BILLING

4.1 **Invoices and Billing:** Contractor will provide monthly itemized invoices to include:

- a) Contract Number
- b) Vehicle Type, VIN, Tags Number and Odometer Reading
- c) Lease payment (or partial payment) for each vehicle

5 PERFORMANCE REVIEWS AND EVALUATIONS

5.1 Depending on the size of the eventual award, the COR may be required to conduct contractor performance assessments on at least an annual basis. The contractor shall provide all necessary information to allow the COR to perform this rating. The COR will also use the enclosed Quality Assurance and Surveillance Plan (QASP) to routinely evaluate performance and identify any deficiencies in service.

**ATTACHMENT A
VEHICLE INSPECTION**

INITIAL DELIVERY and ACCEPTANCE

Contract Number: _____ Unit: _____ VIN: _____ Vehicle Type _____ YR _____ Color _____		Date Received: _____ Period of Performance: _____ KM: _____ Condition: _____ Contractor's Warranty Exp. Date: _____	
INSPECTION: INTERIOR AND EXTERIOR (annotate all acceptable damages)		Government Accepts	Comments
1. Top of vehicle			
2. Front of vehicle			
3. Rear of vehicle			

4. Right side of vehicle		
5. Left side of vehicle		
6. Engine		
7. Interior		

The undersigned parties have acknowledged and accepted the above damages (if any). After the undersigned date, the U.S. Government is only liable for future damages and repairs.

Government Contractor Representative/ Date

Contractor Representative/ Date

Government Contractor Representative/ Date

Contractor Representative/ Date

**ATTACHMENT B
VEHICLE INSPECTION
RETURNED TO CONTRACTOR**

Contract Number: _____ Unit: _____ VIN: _____ Vehicle Type _____ YR _____ Color _____		Date Received: _____ Period of Performance: _____ KM: _____ Condition: _____ Contractor's Warranty Exp. Date: _____	
INSPECTION: INTERIOR AND EXTERIOR (annotate all damages not recorded on the Initial Delivery Inspection Checklist)		Contractor Accepts	Comments
1. Top of vehicle			
2. Front of vehicle			
3. Rear of vehicle			

4. Right side of vehicle		
5. Left side of vehicle		
6. Engine		
7. Interior		

The undersigned parties have acknowledged and accepted the above damages (if any).

Government Representative/ Date

Contractor Representative/ Date

Contracting Officer / Date

The following have been deleted:

STATEMENT OF WORK

(End of Summary of Changes)