

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>S</b>	PAGE OF PAGES <b>1   7</b>
2. AMENDMENT/MODIFICATION NO. <b>0001</b>	3. EFFECTIVE DATE <b>20-Oct-2014</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA	CODE <b>W913FT</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. <b>W913FT-14-T-0036</b>	
		X	9B. DATED (SEE ITEM 11) <b>25-Sep-2014</b>	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<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 Offer <input type="checkbox"/> is extended, <input checked="" 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 _____ 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)				
<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: (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.)				
a. This amendment is issued to respond to questions from prospective offerors.				
b. All other terms and conditions remain unchanged.				
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		<b>20-Oct-2014</b>

## 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:

QUESTIONS AND ANSWERS 1

W913FT-14-T-0036  
Questions and Answers 1  
Dispatch and Driver Services

- 1) Question: Are the resumes for the Key Personnel and Commitment Letters which have to be included in Volume I – Technical excluded from Page count?

Response: No.

- 2) Question: Page 4 of Solicitation, CLIN Item No 0004 states “Contractor shall charge only actual overtime hours incurred.” Please define “actual overtime incurred”.

Response: Drivers are authorized twelve (12) hours overtime per week without prior COR approval. Actual overtime is the OT hours that were actually worked and reported by the driver in his time sheet.

- 3) Question: Page 74 of Solicitation PWS Para 1.6.3 and Para 1.6.4-1.6.4.2. Colombian Labor Law requires a scaled pay for premium and overtime pay for night work (2200-0600), Sunday and Holidays, and for overtime. Work on Sundays and Holidays and night does not necessarily incur overtime but will incur premium time. How does the USG want the Contractor to treat night, holiday and Sunday time for billing purposes?

Response: CLIN 0004 through CLIN 0006 Overtime (and corresponding option CLINs) are established as Firm Fixed Price (FFP) per hour, regardless of when the overtime is incurred. The contractor shall take into consideration the scaled pay required by Colombian labor when determining the proposed price for these CLINs.

- 4) Question: Page 4 of Solicitation, CLIN Item No 0004; Page 74 of Solicitation PWS Para 1.63 and 1.6.4-1.6.4.2. For pricing purpose please specify the number of night, holiday, and Sunday hours that are expected during the year.

Response: Estimated number of night, holiday and Sunday overtime hours are as follows:

CLIN No.	Night (2200 – 0600)	Holiday	Sunday
0004 Overtime - Lead Dispatcher	110 hours	30 hours	48 hours
0005 Overtime - Dispatchers	2,496 hours	288 hours	1,248 hours
0006 Overtime - Drivers	4,000 hours	1,200 hours	8,320 hours

- 5) Question: Page 75 of Solicitation PWS Para 1.6.7.1 RSO Background Checks. Will the USG/RSO also require credit background checks? This information is considered reserved sensitive information by the GOC?
- Response: Yes. This information is required by the RSO.
- 6) Question: Page 75 of Solicitation PWS Para 1.6.7.2. Considering the amount of time required to obtain RSO clearances (up to 180 days) it is in the best interests of continuity to consider hiring the current work force. Will the winning contractor have right of hire of incumbent personnel?
- Response: This is between the personnel and the winning contractor.
- 7) Question: Is the current work force sufficient to perform all requirements of the solicitation?
- Response: As it stands to date, yes.
- 8) Question: Page 75-76 of Solicitation PWS Para 1.6.7.6. Is there a cost associated with these special security passes and access badges? If so, is it cost reimbursable? Where does the USG want the Contractor to price this requirement?
- Response: Cost associated with obtaining these passes and badges, if any, will be paid by the Government, but not through the resulting contract for this requirement.
- 9) Question: Page 76 of Solicitation PWS Para 1.6.8.1 Training/Certification. Will attendance be mandatory? (NOTE: Para 5.5.7 does not exist.)
- Response: Yes. Para 5.5.7 reference is deleted.
- 10) Question: Page 75 of the Solicitation PWS Para 1.6.7.2; Page 76 of Solicitation Para 1.6.12.2. Please confirm the process for RSO approvals. Para 1.2.7.2 requires all packets to be provided to the COR. Para 1.6.12.2 requests Contractor provide results to the KO and COR. Who will provide the results to the Contractor?
- Response: Results will be provided to the contractor by the COR.
- 11) Question: Page 76 of Solicitation PWS Para 1.6.13 Contractor Travel. Who in the USG directs contractor travel? COR? Permanently assigned personnel? Temporary duty personnel?
- Response: Only the COR or the KO in the absence of the COR is authorized to approve contractor travel.
- 12) Question: Page 76 of Solicitation PWS Para 1.6.13 Contractor Travel. Contractor has no control on temporary duty travel as it is directed by the USG? If the USG directs Contractor travel with less than a minimum of 48 hours prior notice, what is the procedure? By definition if the USG directs the travel there should be no need for the Contractor to then request it again. Define who is authorized to direct travel and with what minimum time constraint in order for contractor to be able to plan.
- Response: Ideally, travel approval is obtained 48 hours in advance. However, there are circumstances when travel is authorized on the same day of travel to take care of an unforeseen tasking. Only the COR or the KO in the absence of the COR is authorized to approve contractor travel.
- 13) Question: Page 76 of Solicitation PWS Para 1.6.13 Contractor Travel. For purposes of billing for TDY travel what constitutes a TDY on day trips to Villavicencio or other locations outside of Bogota?

- Response: Day trips to Villavicencio or other locations outside of Bogota beyond twelve (12) hours is considered TDY. If no overnight is required in the TDY location, only actual cost of meals incurred during the TDY period will be reimbursed. Receipts shall be provided as backup documentation for billing purposes. Any travel twelve (12) hours or less is not considered TDY and no meal reimbursement is authorized. Fuel and tolls supported by receipts for travel outside of Bogota regardless of the time period shall be reimbursed.
- 14) Question: Page 84 and 85 of Solicitation PWS Para 3.3 Equipment and PWS Para 4.4. Will the USG provide Third Party Damage insurance for all the drivers, dispatchers and vehicles?
- Response: No. Contractor shall provide and secure its own Third Party Damage insurance for its personnel.
- 15) Question: Page 85 of Solicitation PWS Para 4.4 – 4.4.3. Where does the USG want these requirements priced? Under what CLIN should it be priced?
- Response: The offeror shall make that determination based on the FFP CLIN structure in the solicitation.
- 16) Question: Page 85 of Solicitation PWS Para 4.5 Payment of Wages/Salaries. As this is a FFP Technically Acceptable, Lowest Price contract that is dependent primarily on pricing salaries, this is a difficult requirement to meet. Does the USG plan on establishing minimum salaries?
- Response: No. The offeror shall take into consideration all factors necessary to maintain an adequate workforce for the uninterrupted performance of all tasks defined in the PWS.
- 17) Question: Page 87 of Solicitation PWS Para 5 Specific Tasks. Are the PCS personnel assigned drivers and vehicles or just vehicles?
- Response: Refer to Para 5.2.2.2 of the PWS. Driver assignments include direct support to USMILGP PCS personnel. Vehicles are assigned to PCS personnel as well.
- 18) Question: Page 87 of Solicitation PWS Para 5 Specific Tasks. If drivers are assigned to PCS personnel, who controls the drivers daily activities; the contractor, or PCS personnel and family members? Will the Contractor have access to them for assignment to other duties?
- Response: The PCS personnel controls the daily activities of the driver assigned to provide direct support. When the driver and vehicle are not being used by the PCS personnel and family members, the driver/vehicle reports to dispatch and will be utilized accordingly. Families are supported based on availability.
- 19) Question: Page 87 of Solicitation PWS Para 5.1.6. Does the Contractor provide support to the Colombia Military Police?
- Response: No.
- 20) Question: Page 87 of Solicitation PWS Para 5.1.6. Does the Contractor provide support to TDY family members?
- Response: No.
- 21) Question: Page 87 of Solicitation PWS Para 5.1.6. Does the Contractor provide support to PCS family members?
- Response: Yes. However, primary support is for official business first. Non-official business is dependent on availability.

- 22) Question: Page 87 of Solicitation PWS Para 5.1.13. Is this a separate requirement or part of the hours requested for drivers?
- Response: This is part of the hours requested for drivers.
- 23) Question: Page 88 of Solicitation PWS Para 5.2.1.1. How many AIK and FSN drivers are assigned? How much control does the Contractor have over their daily activities?
- Response: One (1) Aid in Kind (AIK) and three (3) Foreign Service National (FSN) drivers. These drivers are placed on shifts as required by the dispatch office. Two FSN drivers are assigned to the Security Cooperation Office (SCO) Chief and their schedules are controlled by the Chief.
- 24) Question: Page 91 of Solicitation PWS Para 5.3.7. This is a requirement for the establishment of and delivery of a certified training program. Where does the USG want this effort priced?
- Response: Offeror shall make the determination based on the CLIN structure in the solicitation.
- 25) Question: Page 91 of Solicitation PWS Para 5.3.7. What is the standard the USG wants the Contractor to follow in the development of the course? Will it be part of a collaborative effort between the contractor and USG?
- Response: Standards include The Army Avoidance Course, Advance Vehicle Control Skills, Defensive Driving, Evasive Maneuver and Get Away Techniques and the Smith System Drivers Training.
- 26) Question: Page 91 of Solicitation PWS Para 5.3.7. Is the development to be a joint USG/contractor collaboration.
- Response: The training plan shall be submitted to the COR within 30 days of contract award for review and approval.
- 27) Question: Page 91 of Solicitation PWS Para 5.3.7. What is the time period for delivery of the course?
- Response: See response to Question 26.
- 28) Question: Page 91 of Solicitation PWS Para 5.3.7. Will the USG provide the reference material "Smith Systems Drivers Training Course and Defensive Driver Course as GFE for contractor use?
- Response: No.
- 29) Question: Page 91 of Solicitation PWS Para 5.3.7. The contractor is required to provide the Smith System course. Does the MILGP-certified program requested above "certify" the contractor to provide this course?
- Response: Contractor is responsible to secure and provide the Smith System Driver Training.
- 30) Question: Page 92 of Solicitation PWS Para 5.3.7.8. Is the Master Driver an additional position? What are the requirements of this position? Under what CLIN does the USG want this position priced?
- Response: No. The Lead Dispatcher is the master driver.
- 31) Question: Page 88 of the Solicitation PWS Para 5.2.1.12; Page 89 PWS Para 5.2.2.11; Page 90 PWS Para 5.2.3.12. Under what CLIN does the USG want this requirement priced?
- Response: Offeror shall make the determination based on the CLIN structure in the solicitation.

32) Question: Specific Task Part 5. In accordance with the description of the services and minimum qualifications for each position, could you provide the current wage by each one of the services that you request, this requirement for fair competition among the suppliers.

Response: No. This information is not releasable.

33) Question: Page 93 PWS Para 5.4.1.8. In reference to training plan, are the specific topics to design the training plan in the PWS? Can the contractor independently design a training plan adjusted and based on position training for lead dispatcher and different training for the drivers?

Response: The PWS requires the contractor develop and submit a training plan that outlines training requirements to accomplish the work stated in the PWS. Yes, the contractor can independently design the training plan to comply with this requirement.

34) Question: PWS Para 1.6.6 General Information Type of Contract: According to the legal provisions of the National Government for Private Security Services prices, our company is not able to provide their physical private security services subjected to a Firm Fixed Price for the whole contract, as our prices are regulated by Law and its variation depends directly on the increasing of the Legal Minimum Wage. Therefore we have to comply with the annual percentage increase (and other sporadically decreed) and as a consequence it is necessary to vary annually the rate of the services.

Response: The requirement is for dispatch and driver services, not private security services. It is the offeror's responsibility to ensure it meets the requirements as stated in the solicitation.

35) Question: PWS Para 4 Contractor Furnished Items and Responsibilities; PWS Para 4.4. Insurance. According to Colombian laws, the policy that is designed to cover risks as listed in PWS Para 4.4.3 (Automobile Liability Insurance for Leased Vehicles) is an extra-contractual liability policy, which covers all damages caused to third parties while performance of a contract. Our company has a global insurance policy aimed to cover the mentioned damages. In order to comply with the requisites established in that provision, is it possible for the USMILGP-CO to accept a certificate of this policy that cover the services to satisfy this requirement?

Response: Yes, as long as the policy complies with the requirement and applicable laws, rules and regulations.

36) Question: Addendum to FAR 52.212-2 Evaluation- Commercial Items. There is no mention to the billing terms established by the Defence Department of E.E.U.U for the payment of these services. Please provide further information so we are able to adjust our commercial proposal.

Response: Please refer to FAR Clause 52.212-4(g). This clause is incorporated by reference in the solicitation. The full text can be obtained at [www.acquisition.gov/far](http://www.acquisition.gov/far) or <http://farsite.hill.af.mil>.

37) Question: Addendum To FAR 52.212-2 Evaluation- Commercial Items. There is no mention, either, to the liability regime, a point which is certainly relevant for us. Taking into account the nature of private security services, which have been classified by the Superintendence of Private Security as "obligations of means" nor "obligations of results", and that their purpose that is no other than prevent and diminish an eventual criminal harm to people and goods; we would like to suggest the agreement between the parties of a clear liability regime in which the parties agree to establish a pecuniary liability limit applicable to all issues during the term of the contract except when it occurs Contractor's willful misconduct, gross negligence, death or injury

Response: The requirement is for dispatch and driver services, not private security services. It is the offeror's responsibility to ensure it meets the requirements as stated in the solicitation.

38) Question: Addendum to FAR 52.212-2 (Commercial Items): Taking into account that the services will be provided in Colombia, the applicable law and jurisdiction for this contract will be the Colombian, and it is important to include a clause in this way.

Response: See PWS Para 1.3 and DFARS Clause 252.222-7002.

39) Question: PWS Para 1.5 Period of Performance. We understood that there is a base period for the provision of the services (1/3/2015 to 29/2/2016) and other options of periods. In this case, the contract will be awarded taking into account all the periods as stated in PWS Para 1.5? Or the USMILGP-CO will issue a different PWS for each period? With regard to the previous question, what are the applicable terms in case of an event of termination prior to the agreed contract expiry date?

Response: The requirements as stated in the PWS applies to all the periods of performance stated in Para 1.5 of the PWS. See FAR Clause 52.217-9 for the option periods and FAR Clause 52.212-4 for termination.

(End of Summary of Changes)