

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. <b>A-001</b>	3. EFFECTIVE DATE <b>04/04/2014</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR2979986</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Contracting &amp; Procurement General Services Office, American Embassy Manila Seafront Compound, Roxas Boulevard, Pasay City</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)			(√)	9A. AMENDMENT OF SOLICITATION NO. <b>SRP380-14-Q-0010</b>
			X	9B. DATED (SEE ITEM 11) <b>03/17/2014</b>
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  --Is extended,  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 **1** copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; of (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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)

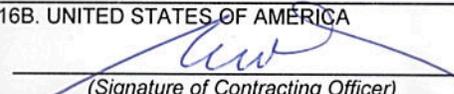
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copy to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

SRP380-14-Q-0010 is being amended as follows:

- To issue Minutes from Pre-Quotation Conference
- To reflect changes under Attachment 1, Performance Work Statement Continuation, Paragraph 4 item c. Refer to the attached revised page 14.
- To reflect change of Contracting Officer's Representative (COR) under Section 2, Contract Clauses. Refer to the attached revised page 32.

All other terms and conditions remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type of print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) <b>NENITA V. WHITAKER</b>	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED <b>4/4/14</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**MINUTES FROM PRE-PROPOSAL CONFERENCE  
OF 02 APRIL 2014  
RFQ No. SRP380-14-Q-0010  
Airfreight Cargo and Pouch Handling Services for US Embassy Manila.**

**Introduction**

Supervisory C&P Specialist, Ms. Belle Mecabalo welcomed all attendees and chaired the pre-proposal conference. Representatives from GSO/TU, Guiller Bueno and Contracting & Procurement, Kristine Alcantara were also present and introduced themselves at the start of the conference.

**Discussion of the Solicitation Package**

The following sections of the solicitation were highlighted:

- 1) Section 1 – The Schedule
  - a. Standard Form 1449 cover sheet
  - b. Pricing
- 2) Attachment 1 – Performance Work Statement Continuation  
- As discussed by Mr. Guiller Bueno
- 3) Section 2, Contract Clauses
- 4) Section 3, Solicitation Provisions
- 5) Section 4, Evaluation Factors For Award
- 6) Section 5 – Representations and Certifications

**OTHERS**

**The offerors were also reminded of the following:**

- 1) Deadline for submission of offers is on or before 4PM of 15 April 2014, at the C&P Offices or at the Harrison Gate. No offers will be accepted after 4PM.
- 2) **Firm fixed price.** Price is not subject to adjustments due to any escalation in the cost of labor, materials, transportation or inflation rate, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required, or due to fluctuations in currency exchange rates.
- 3) Price Offer is firm fixed price. It is not subject to adjustments due to any escalation in the cost of materials, tools, equipment, fuel, transportation, labor or inflation rate, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required, or due to fluctuations in currency exchange rates.
- 4) Value Added Tax (VAT) – VAT shall not be included in the firm fixed price as it is not applicable to this contract.
- 5) Price shall be in Philippine Pesos.

- 6) **52.222-50 Combating Trafficking in Persons.** As discussed by the Contracting Officer, the USG has a zero tolerance policy. Every instance of trafficking will be examined and could result in termination of employees or subcontractors, suspension of contract payments or contract terminations.
- 7) **FAR52.204-7, System for Award Management** – The Contractor should have an active registration to be eligible for award.

## QUESTIONS

The following questions were submitted after the conference. The answers are now being provided.

- 1) Q: For the submission of original copies, will the USG require certified true copies for all government permits and financial statements?

A: *Certified true copies are not required. Copies from the original documents will suffice.*

- 2) Q: Can the USG provide an editable file for Sections 1 and 5?

A: *An editable file will not be provided. Offeror to complete the pdf file as downloaded.*

- 3) Q: Will additional documents be required if Offeror/Contractor uses a 3<sup>rd</sup> party service provider for Customs Brokerage Clearance?

A: Please refer to Attachment 1, Performance Work Statement Continuation, Paragraph 4 item c as reflected in A-001 of the solicitation.

## Conclusion

The discussion concluded and attendees were thanked for their presence and expression of interests in serving the U.S. Government. The meeting was adjourned.

Enclosure:  
Amendment 001

Prepared by:



**Kristine Grace C. Alcantara**  
Procurement Agent

Reviewed by:



**Cherry Belle S. Mecabalo**  
Supervisory C&P Specialist

Approved by



**Nenita V. Whitaker**  
Contracting Officer

working day, the Contractor shall be paid at the rate specified under Section A.3(c) and corresponding option years.

(d) FREIGHT HANDLING

- (1) The Contractor shall act as agent of the Government on any selected incoming cargo which may be assigned to the Contractor under this contract, including the transport of Government cargo within the Philippines. The Contractor accepts full responsibility for any and all losses and/or damage, from the time such cargo is received by the Contractor until it is released into the custody of the Government as evidenced by a signed receipt.

The Contractor further agrees that in any instance involving loss or damage to the Government cargo, where the Contractor fails to exercise reasonable diligence, the Contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage.

- (2) All incoming Government cargo handled by the Contractor under the terms of this contract shall be transported from Customs bonded facilities or the Contractor's warehouse to the final destination in the U.S. Embassy Manila or anywhere within Metro Manila, unless stated in the delivery order to deliver including off-loading from the Contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the Contractor.
- (3) In carrying out the terms of this contract, the Contractor shall be responsible for providing all necessary equipment, communication tools – handheld radio or cellphone, personnel, vehicles and drivers for pickup and delivery of the Government cargo as directed.
- (4) All incoming shipments handled by the Contractor shall be protected from physical damage while in transit by adequate covering, and shall, while in transit or in the Contractor's warehouse, be safeguarded against damage, the elements, pilferage or any other hazards.
- (5) The COR will notify the contractor if a cargo needs to be placed for temporary warehousing into the contractor's warehouse. As a standard industry practice, no storage charges or any other charge shall be assessed for two (2) calendar days upon delivery of cargo into the contractor's warehouse. The COR will advise the contractor when the cargo is ready to be delivered to its ultimate address. All incoming cargoes for storage under this item must be stored in the Contractor's secured and fireproof warehouse.

**4. CONTRACTOR RESPONSIBILITIES**

- (a) The Contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed. When deviations are considered necessary, specific instructions or waivers shall be obtained in writing from the Contracting Officer (CO).
- (b) Receipt of Shipments in Damaged Condition. It shall be the responsibility of the Contractor to notify the COR immediately in the event any shipment is received in damaged condition and make appropriate notation of any visible loss or damage on the reverse side of the delivery receipt.
- (c) Subcontracting Services. **The contractor shall not assign this Contract or subcontract any part thereof without prior written approval of the Contracting Officer.**
- (d) Work Skills and Experience. The contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their individual tasks.

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identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Mr. Guiller Bueno**.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979,as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
  - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
  - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;