PERFORMANCE WORK STATEMENT (PWS)
FOR
PROVIDE CHARTERED BUS SERVICES
US MILITARY SERVICE MEMBERS
BY SUPPLYING PASSENGER BUSES TO SHUTTLE
FROM
CAMP ZAMA (CZ)
TO
SAGAMIHARA HOUSING AREA (SHA)
TO
YOKOHAMA NORTH DOCK (YND)
AND RETURN

April 2026

1. Description of Work. The Contractor shall provide all supervision, labor, and equipment required to provide safe, secure, and reliable shuttle bus services for the U.S. Army Camp Zama (Government), located at Kanagawa Prefecture Sagamihara City Minami Ward Isobe. The required service is operation of a shuttle bus on a regular schedule to transport personnel between Camp Zama, Sagamihara Housing Area, and Yokohama, North Dock Yokohama, Kanagawa Prefecture, Honshu, Japan.

1.1. Contractor Vehicle Requirements. The Contractor shall provide shuttle bus service from boarding point(s) to off-boarding point(s) for two (2) large size buses. The vehicle(s) shall be a bus with a minimum of forty-five (45) passenger seats that allows for ease of loading and unloading of passengers in a timely manner at regular stops. The Contractor must be duly authorized to operate and perform services required in the PWS in accordance with (IAW) the terms and conditions under this contract and applicable Government of Japan (GOJ) laws and trade practices. All vehicles shall be in good mechanical condition, and dependable. Vehicles that do not meet the minimum requirements specified shall be replaced immediately so that service will not be unnecessarily delayed or interrupted. The Contractor shall notify the Government of its intention to permanently substitute a vehicle at least five (5) business days prior to the vehicle's replacement and shall provide the Government with the vehicle's registration and insurance information at least three (3) business days prior to the vehicle being put into service. The Contractor shall immediately notify the Government of the temporary substitution of a vehicle, such as those made necessary by mechanical failure or regular maintenance.

1.1.1. All Contractor-provided vehicles shall be equipped with a heating and air conditioning system and a defogger for the windshield. The system shall provide an even temperature throughout the vehicle of not less than sixty-five (65) degrees Fahrenheit/eighteen (18) degrees Celsius and no more than eighty (80) degrees Fahrenheit/twenty-six (26) degrees Celsius.

1.1.2. Apart from emergency roadside maintenance, no maintenance and repair will be performed while vehicles are on the Government property. The Contractor shall have qualified personnel inspect the vehicles used in the performance of this contract to ensure vehicles are mechanically safe. The Contractor shall ensure that all vehicles provided for use in this contract are kept in a clean condition, inside and outside, with the interior free of debris, trash, and spillage. Upon request and within two (2) business days, the Contractor shall furnish the Government with true and correct copies of all maintenance and repair service records.

1.1.3. The Government has the right to periodically inspect Contractor's vehicles, and, if any vehicle is determined to be unsafe or in unsatisfactory condition, to prohibit its use until such unsafe or unsatisfactory conditions have been corrected. In such event, the Contractor shall provide replacement vehicles, as necessary, to maintain the schedule.

1.1.4. The Contractor shall furnish each shuttle bus with a cellular telephone with a hands-free device and capability that will permit the driver to communicate with, at a minimum, the Government personnel and local area emergency responders. The Contractor will be responsible for the contract, maintenance, and repair of the cellular phones. The Contracting Officer's Representative (COR) will supply the Contractor with any applicable Government phone numbers. The Contractor shall supply the shuttle bus telephone's number to Contracting Officer (CO) and COR. The Contractor's employees shall not make or receive personal calls unless they are on an official break.

1.1.5. Vehicles shall have no manner of display, on either the interior or the exterior, which indicates that the passengers are military members and civilian employees.

1.2. SAFETY AND ENVIRONMENTAL COMPLIANCE.

1.2.1. PASSENGER SAFETY. The Contractor shall be responsible for the safety of the passengers on board. "Safety Bus" certification by the Nihon Bus Association or equivalent to meet the standards of service shall be furnished to ensure safe and secure commercial bus transportation for DoD personnel. In emergencies, carriers must continue to comply with all prescribed standards to the extent that circumstances permit.

1.2.2. COMPLIANCE WITH ENVIRONMENTAL STANDARDS AND EMISSION REGULATIONS. The Contractor shall ensure that all vehicles provided under this contract comply with all applicable GOJ emission regulations and local ordinances, including diesel vehicle emission control ordinances established by prefectural governments. The U.S. Government shall not be held liable for any fines, delays, or damage resulting from the operation of vehicles that do not meet these environmental standards.

1.3. OPERATIONAL REQUIREMENTS.

1.3.1. OPERATIONAL DEFINITIONS. As used throughout this contract, the following terms shall have the meaning set forth below:

1.3.1.1. Boarding Point. A place designated as a point where passengers board the bus.

1.3.1.2. Off-boarding Point. A place designated as a point where passengers disembark.

1.3.1.3. Business Day. Days on which the U.S. Government is open for regular business operations, Monday through Friday excluding U.S. holidays specified in paragraph 1.4.8 below, are considered "Business Days." Japanese national holidays are treated as Business Days unless otherwise specified.

1.3.1.4. Calendar Days. Any day of the year, including Saturdays, Sundays, U.S. holidays, and Japanese national holidays, regardless of whether the Government is open for business, is considered a "Calendar Day."

1.3.1.5. Free Time. A one (1) hour period from the time the bus is placed by the Contractor at each boarding and off-boarding point before or after the scheduled departure/arrival times. Free time is applicable only for routes specified in the Appendix A.

1.3.2. Hours of Operation. The Contractor shall provide the shuttle bus service utilizing two (2) Contract Line Item Numbers (CLIN) which will encompass Scheduled Service and Unscheduled Service.

(a) CLIN X001: Scheduled Service IAW Appendices.

(b) CLIN X002: Unscheduled Service IAW Appendices.

1.3.2.1. Scheduled Service. Scheduled Service will consist of a Morning Route and Evening Route with times as dictated (see Appendix A) and will be executed Monday through Friday, except on recognized U.S legal holidays or other days declared by U.S. Army Order. No regularly scheduled shuttle bus services shall be performed on weekends. In the event shuttle services are not required during normal hours of operation, it will not affect the monthly payment as stipulated in the contract.

1.3.2.2. Unscheduled Service. Unscheduled Service will be funded upfront within applicable task order up to a Not-to-Exceed (NTE) amount. The Contractor shall provide non-schedule shuttle bus services upon receipt of a written directive (e.g., via email) from the COR, provided the CO has granted prior approval.

(a) Request for Quote: The Government will provide the Contractor with a request specifying the number of trips, boarding point, required departure time, off-boarding point, and estimated return time.

(b) Contractor Quote: The Contractor shall provide a written quote to the COR and CO within twenty-four (24) hours of the request.

(c) Authorization: Upon CO review and approval of the quote, the COR will issue a written authorization (e.g., email) to the Contractor to proceed with the service. The Contractor shall not proceed without this written authorization.

(d) Post-Service Modification: After the service is performed and the final cost is verified, the CO will issue a contract modification to officially definitize the service and adjust the funding as necessary.

For Unscheduled Services, the Government will strive to provide at least seven (7) calendar days advance notice. If the Government places an order with at least seven (7) calendar days notice, the Contractor shall guarantee bus availability, regardless of the season. For urgent needs with less than six (6) calendar days notice, the Contractor shall make their best commercial effort to secure buses. If buses are unavailable, the Contractor must notify the COR/CO immediately. When available, the cost shall be calculated within the range of the lower limit of the published price announced by Kanto transportation bureau and a 20% increase during the peak season (see Appendix B). The Government may place orders on the U.S. holidays in case of urgent needs.

1.3.2.3. Stand-by Charge. If through no fault of the Contractor, passengers are not boarded and not dispatched or passengers are discharged and released after allowable free time as set forth at 1.3.1.5., the Contractor shall be entitled to stand-by charge for detention of the bus(es) by the Government beyond the free time at the rate indicated in the published price for hourly rate per hour per bus announced by the transportation bureau. In addition, stand-by charge may be applied when the Contractor is specifically requested by the Government to stand-by at the designated point. For the purpose of the payment hereunder, working time less than thirty (30) minutes shall be disregarded and fraction of actual working time over thirty (30) minutes up through one (1) hour shall be considered as one (1) hour. In that case, the Contractor shall submit a sufficient documentation (e.g., tachometer) which cites the starting time and ending time of service performed and certified by the COR and/or CO within five (5) calendar days following date of stand-by. In the event the Contractor fails to submit a timely request for stand-by, the Government shall be relieved from all responsibility unless the Contractor's delay in submitting its request is due to circumstances beyond the Contractors control, as determined by the COR and/or CO.

1.3.2.4. Cancellation: If an Unscheduled Service is agreed upon by both parties and then cancelled by the Government, the cancellation costs are calculated according to the conditions that apply in the table below.

Conditions	Price
The service is cancelled between 120 hours and 24 hours prior to the boarding date and time the service is required.	30% of the ordered bus price
When/If the service is cancelled less than 24 hours prior to the boarding date and time the service is required.	50% of the ordered bus price
The service is cancelled at/after the boarding date and time the service is required.	100% of the ordered bus price

1.3.2.5. Such above payments for cancellation and/or demurrage will not apply when they are due to fire, strike, typhoon, or other causes beyond the Government's control.

1.3.3. Required Reports. The Contractor shall provide to the COR a monthly passenger count report, to be delivered within five (5) calendar days of the end of each month. This report shall contain the date of service; the number of passengers picked up at each stop for each run; the number of passengers dropped off at each stop for each run; and the total number of passengers utilizing the shuttle bus service during each run. The report shall also include a daily total number of passengers, and require COR and/or CO approval for monthly payment.

1.4. GENERAL INFORMATION.

1.4.1. QUALITY ASSURANCE. The Government will evaluate the Contractor's performance through receipts of complaints IAW the Quality Assurance Surveillance Plan (QASP).

1.4.2. Contract Quality Assurance. The Contractor shall maintain an adequate inspection system and perform such inspections will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain Transportation Acceptance Agreement ("Unsou-Hikiuke-Sho") complete inspection records and make them available to the Government.

1.4.3. GOVERNMENT REMEDIES. The CO will follow Revolutionary Federal Acquisition Regulation Overhaul (RFO) 52.212-4, Contract Terms and Conditions – Commercial Products and Commercial Services, for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

1.4.4. OBTAINING EXEMPTION FROM JAPANESE TAXES AND SUBMISSION OF VEHICLE LISTING FOR TAX EXEMPTION CERTIFICATE.

1.4.4.1. Tax Exemption Basis. The basis whereby U.S. Armed Forces obtain exemption from Japanese taxes are prescribed in paragraph 3, Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the U.S. and Japan.

1.4.4.2. Required Submissions. Prior to performing the services, the Contractor shall submit fuel consumption ratios of bus to the CO, 374th Contracting Squadron (374 CONS), Yokota Air Base, Fussa-shi, Tokyo for verification, and an accurate listing of all buses to be used under this contract with the copies of vehicle inspection certificates, and location(s)/distances between the Contractor's Bus Pool(s) and USFJ installations, to the Tax Exemption Certifying Officer for issuance of fuel tax exemption certificate under this Contract. The revenue distance to be certified will be verified by the Government upon the Contractor's submission of requests for the Fuel Tax Exemption. The Tax Exemption Certifying Officer will review the accuracy of the Contractor's figures on fuel consumption prior to issuance of appropriate tax exemption certificate.

1.4.4.3. Certifying Officer. Mailing address of the Tax Exemption Certifying Officer is 197-0001 Tokyo, Fussa- shi, Yokota Air Base, Bldg. 620, 374 CONS/PKS. Emailing to the Point of Contact (POC) is acceptable.

1.4.4.4. Deadhead Distance Certification. The Contractor shall also submit a certification statement to the Tax Exemption Certifying Officer for claiming deadhead distances for each service during performance period. The wording for the certification statement will be provided to the Contractor by the Tax Exemption Certifying Officer.

1.4.5. INSTALLATION BASE PASSES. For access to U.S. Installations, the U.S. Government will issue all required Gate Passes/Vehicle Passes to the Contractor personnel at no cost to the Contractor. To obtain passes, the Contractor is required to submit documents IAW each installation instruction. The Contractor shall be responsible for all passes issued to his/her own or his/her subcontractor's employees under this contract. The Contractor shall return all applicable passes upon termination of employment or completion of this contract to the Installation Pass Office.

1.4.5.1. Gate Passes. In order to obtain Gate Passes, the Contractor may be required to (i) submit certificates of residence, abstracts of family registers and an ID photo, in addition to application forms which could vary depending on each installation, and (ii) make appointments at the Installation Pass Offices to take ID photos and pick up issued passes. The Contractor is responsible for the expenses and costs that they would incur in order to obtain Gate Passes.

1.4.5.2. Vehicle Passes. In order to obtain Vehicle Passes, the Contractor shall submit the proof of valid liability insurance that must cover the automobile liability insurance in the types and minimum amounts of (i) Bodily Injury - ¥30,000,000 per person per occurrence, in addition to the Japanese Compulsory Insurance (JCI), and (ii) Property Damage - ¥3,000,000 per occurrence.

1.4.5.3. Base Escort. In order to enter the U.S. DOD military base & installations without gate passes, the COR at each installation needs to sign in the Contractor and its vehicles at the gates. The Contractor is required to follow the necessary pre-procedure by submitting application forms which could vary depending on each installation. On the day of base entry, the Contractor may be required to possess passports, certificates of residence, abstracts of family registers and an ID photo. The Contractor shall coordinate with the CORs and the Installation Pass Offices prior to the service dates.

1.4.6. PERSONNEL (Role and Responsibilities).

1.4.6.1. Contract Manager (CM). The Contractor shall provide a CM who shall be responsible for the performance of the work performed under this contract. The name of this individual and an alternate(s) who shall act for the Contractor when the CM is absent shall be designated in writing to the CO. The CM and alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operations of the work performed under this contract. The CM and alternate shall be individuals who are capable of conversing in and comprehending English.

1.4.6.2. The CM or alternate is responsible for the performance of the contract. The Contractor shall not perform any other services than those in the PWS without coordination through the CO. The CM shall immediately report any problems that are encountered in any work locations to the CO.

1.4.6.3. Removal of Contractor's Employees. The Contractor shall utilize only experienced, responsible, and capable employees in the performance of this contract. The CO may require that the Contractor remove from the Government job any of his/her employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interests of military security.

1.4.6.4. Third Country Nationals (TCN). The Security Forces on each base control entry to the base. Under certain circumstances, the TCN might be denied entry. It is the Contractor's responsibility to coordinate with Security Forces at each base when there is a question about particular circumstances.

1.4.6.5. The Contractor shall not employ any person who is an employee of the U.S. Government and/or Master Labor Contract employees if employing that person would create a conflict of interest or become

in violation of the Procurement Integrity Act (See RFO 3.104.). Additionally, the Contractor shall not employ any person who is an employee of the U.S. Government, either military or civilian, unless such person seeks and receives approval according to DOD Directive 5500.7 and the Joint Ethics Regulation (JER).

1.4.7. SUBCONTRACTING. The subcontractors shall meet the standards required by this contract to perform the service. The Contractor is responsible for the performance of the subcontractors.

1.4.8. U.S. LEGAL HOLIDAYS. The U.S. legal holidays are specified below. Holiday falling on a Saturday may be observed on the preceding Friday. Holidays falling on a Sunday may be observed on the following Monday:

DATE	HOLIDAY
1st January	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
19th June	Juneteenth Day
4th July	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Columbus Day
11th November	Veterans Day
4th Thursday in November	Thanksgiving Day
25th December	Christmas Day

Note: In addition to the above, days declared by U.S. Army orders may also be recognized Government holidays.

1.4.9. REPORTS OF DAMAGES, DESTRUCTION, INJURY, OR DEATH.

1.4.9.1. Reporting Requirements. The Contractor shall report all incidents of damage or destruction to property, or personal injury or death to any person, arising out of and during the performance of this contract. For the purposes of this clause, the term "property" includes equipment, freight, or property of any type, whether Government owned or not. The term "Contractor" includes the Contractor, its agents or employees.

1.4.9.2. Reporting Procedures. The Contractor shall submit these reports to the CO through the COR as follows:

(a) A preliminary report shall be made as soon as practicable after the time the incident occurs. Report may be either verbal or phone call or email.

(b) A complete written report (English is preferable) shall be submitted within 96 hours after occurrence of the incident.

1.4.9.3. Compensation for Damages. If passengers cause damage to the vehicle during the scheduled movement, claims arising from such damage shall be considered contractual claims subject to the Disputes clause. This provision strictly excludes normal wear and tear, routine cleaning, and pre-existing defects. To be considered a valid claim under this clause, the Contractor shall report the damage to the COR or CO within 24 hours of the post-operation inspection. This report must include:

(a) Photographic evidence clearly showing: A close-up image of the damage, a wider-angle image indicating the location within the vehicle, and the date and time the images were taken.

(b) A driver's statement describing when the damage was discovered and why it is believed to have been caused by the passengers during service.

(c) A formal repair or cleaning estimate from an independent third-party facility.

The Contractor acknowledges that it is responsible for tracking pre-existing damage to its own vehicles. Failure by the Contractor to report damage within the 24-hour period will create a conclusive presumption that the damage either pre-existed the service or did not occur during the service, and the Government shall not be held liable. The Contractor shall promptly submit the report, including details such as bus number, date and time, location, and other relevant information, to the COR to determine the liability of the requesting unit. The CO shall verify the reasonableness of the compensation request and ensure it aligns with the contract terms. The CO shall also oversee the process to ensure proper documentation is submitted and that payment is processed. The compensation shall be covered by the requesting unit providing funding to cover the damage. Such compensation shall be made IAW PWS 1.3.2.2. Unscheduled Service upon the CO's verification that the amount requested directly corresponds to the actual, verifiable out-of-pocket costs documented in the third-party repair invoice and estimate, submitted as part of the damage report. No profit, administrative fees, overhead, or transaction fee shall be allowed on such compensation.

1.4.10. LIABILITIES. The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

2. SERVICES SUMMARY

Performance Objective	PWS Paragraph	Performance Threshold	Method of Assessment
SS1: Transporting Government personnel as set forth in the Appendices IAW the PWS and applicable GOJ laws.	1. and 1.1.	No defects per month	Periodic Surveillance Customer complaint.
SS2: Compliance with the Government schedule.	1.3.	No defects per month	Periodic Surveillance Customer complaint.
SS3: Type and Capacity of Buses and Passenger Safety	1.1. and 1.2.	No defects per month	Periodic Surveillance Customer complaint.
SS4: Unscheduled Services	1.3.2.2.	No more than 2 defects per month	Periodic Surveillance Customer complaint.

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES. None.

4. APEENDICES.

A: Proposed Bus Schedule
B: Chartered Bus Published Price by Kanto Transportation Bureaus

Appendix A: Proposed Bus Schedule

Morning Route (Monday - Friday)					
Bus No. 1 (Depart from CZ to YND, and return)			**Bus No.2** (Depart from SHA to YND, and return)		
Location	**Arrival**	**Departure**	**Location**	**Arrival**	**Departure**
CZ	0810	0815	SHA	0825	0830
YND Bldg. 200 (836th SDDC HQ)	0945	End Of Mission	YND Bldg. 200 (836th SDDC HQ)	0945	End Of Mission
Evening Route (Monday, Tuesday, Wednesday, Thursday)					
Location	**Arrival**	**Departure**	**Location**	**Arrival**	**Departure**
YND Bldg. 200 (836th SDDC HQ)	1625	1630	YND Bldg. 200 (836th SDDC HQ)	1625	1630
CZ	1745	End Of Mission	SHA	1745	End Of Mission
Evening Route (Friday)					
Location	**Arrival**	**Departure**	**Location**	**Arrival**	**Departure**
YND Bldg. 200 (836th SDDC HQ)	1425	1430	YND Bldg. 200 (836th SDDC HQ)	1425	1430
CZ	1530	End Of Mission	SHA	1530	End Of Mission

Note 1: Minor adjustment to the above route, days, and timings that do not affect the bus operation pricing shall be implemented through instructions from the CO without the issuance of a modification.

Note 2: Since bus stops may change depending on the mission or exercise, the Contractor must confirm with the COR and/or CO as appropriate to provide bus service.

Appendix B: Chartered Bus Published Price by Kanto Transportation Bureaus

Kanto Area				Lower	*20% surcharge
Fare	Km rate	1	Large	¥170	¥204
		2	Medium	¥150	¥180
		3	Small	¥130	¥156
	Hourly rate	1	Large	¥7,190	¥8,628
		2	Medium	¥6,070	¥7,284
		3	Small	¥5,320	¥6,384
Fee	Alternate Driver	Fare per Km		¥40	¥48
		Fare per hour		¥2,670	¥3,204
	Late Night/ Early Morning	Increase shall be less than 20% of total price of fare and Alt driver's fare			
	Specially Equipped Buses	Premium rate that takes into account equipment, purchase price, etc.			

*Note: Bus fares may increase by about 20% above the publish lower price set by the MILT in the event of Unscheduled Service requests during peak periods in the bus industry.