

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGES
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE April 08, 2021	4. REQUISITION/PURCHASE REQ. NO. PR9608096	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Embassy Nairobi, Kenya P.O. Box 606-00621, Village Market		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)			9a. AMENDMENT OF SOLICITATION NO. 19KE5021Q0004	
			9b. DATED (SEE ITEM 11) March 10, 2021	
			10a. MODIFICATION OF CONTRACT/ORDER NO.	
			10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] is not extended</p> <p>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 <u>3</u> copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or© By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>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.</p>				
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, [X] is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
The solicitation is amended ;				
A. Minimum and Maximum amounts.				
B. To correct the pricing tables B. 2.2 Base Year, B. 2.3 First Option Year, B 2.4 Second Option Year, B 2.5 Third Option Year, B 2.6 Fourth Option Year per attached documents as follows; i. To remove redundant columns and 0.5 factor that was ambiguous.				
ii. To edit annual pick-up values per location				
C. Edit Order limitations under clause 52.216-19				
D. To amend solicitation due date to April 20, 2021				
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. Per A, B& C above, replace the pages below with the previous ones in the solicitation.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER Aisha O'Neal	
15B. NAME OF CONTRACTOR/OFFEROR BY (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED April 06, 2021	

MINIMUM AND MAXIMUM AMOUNTS

During each contract period, the Government shall place orders totaling a minimum of **10 pick-ups** per annum. This reflects the contract minimum for each period of performance. The amount of all orders shall not **exceed 3,500 pick-ups**. This reflects the contract maximum for the contract period including option years.

2.0 PRICING

- (a) The Government will pay the Contractor a fixed unit price per month for Standard Services that have been satisfactorily performed.
- (b) The rates below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to complete the work.
- (c) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.
- (d) The Government will make payment in local currency.
- (e) VALUE ADDED TAX (VAT).

The Government will not reimburse the Contractor for Value Added Tax (VAT) under this contract. All taxable supplies (goods and services) to the United States Embassy in Kenya are exempt from Value Added Tax. See the VAT Act, 2013, 2nd Schedule, Part B 'Zero Rates Supplies to Public Bodies, Privileged persons and Institutions', para (3). Vendors are therefore required to present invoices without a tax element, i.e., indicate 0% VAT on all invoices. The Purchase Orders or Contracts issued by the United States Embassy will serve as the basis for Zero Rating when vendors are accounting for VAT with the Kenya Revenue Authority.

2.2. BASE PERIOD

	YARD DEBRIS COLLECTION SERVICES					
	Residence Locations	Number of Residences	Pick-ups per year	Annual Pick - Ups per location	Unit Price Per Pick-up Ksh *	Total Cost Kshs. **
1	Rosslyn Ridge	60	2	120		
2	Hillview	3	2	6		
3	Thigiri Rd./Garden/Close/Lane	13	2	26		
4	Kitisuru	4	2	8		
5	Muthaiga Rd.	3	2	6		
6	Shanzu Rd. Off Kyuna Rd	20	1	20		
7	Runda Estate	66	1	66		
8	Runda Mumwe	13	2	26		
9	Brookside Drive	8	2	16		
10	Spring Valley	4	2	8		
11	Kyuna Rd.	9	1	9		
12	Muthangari Rd	1	4	4		

13	Nyari/Nyari West	26	2	52		
14	Makueni Rd.	5	1	5		
15	Karura Avenue	10	2	20		
16	Bendera lane	1	2	2		
17	Loresho	2	2	4		
18	Rosslyn Villas	17	2	34		
19	Kibagare	5	2	10		
20	Gigiri	9	2	18		
21	Rosslyn Ridge Club House	1	1	1		
22	Shanzu Rd.Club House Off Kyuna Rd	1	1	1		
23	Lavington	1	1	1		
	Total Yard Debris Collection	282	41	463		
	Total Estimate cost for Base Year Kshs.				Total Cost Kshs **	

**[Offeror/Bidder: Insert price]*

***[Offeror/Bidder: Insert total price]*

2.3. FIRST OPTION YEAR PRICES

	YARD DEBRIS COLLECTION SERVICES					
	Residence Locations	Number of Residences	Pick-ups per year	Annual Pick-ups per location	Unit Price Per Pick-up Ksh *	Total Cost Kshs. **
1	Rosslyn Ridge	60	2	120		
2	Hillview	3	2	6		
3	Thigiri Rd./Garden/Close/Lane	13	2	26		
4	Kitisuru	4	2	8		
5	Muthaiga Rd.	3	2	6		
6	Shanzu Rd. Off Kyuna Rd	20	1	20		
7	Runda Estate	66	1	66		
8	Runda Mumwe	13	2	26		
9	Brookside Drive	8	2	16		
10	Spring Valley	4	2	8		
11	Kyuna Rd.	9	1	9		
12	Muthangari Rd	1	4	4		

13	Nyari/Nyari West	26	2	52		
14	Makueni Rd.	5	1	5		
15	Karura Avenue	10	2	20		
16	Bendera lane	1	2	2		
17	Loresho	2	2	4		
18	Rosslyn Villas	17	2	34		
19	Kibagare	5	2	10		
20	Gigiri	9	2	18		
21	Rosslyn Ridge Club House	1	1	1		
22	Shanzu Rd.Club House Off Kyuna Rd	1	1	1		
23	Lavington	1	1	1		
	Total Yard Debris Collection	282	41	463		
	Total Estimate cost for Option Year 1 Kshs.				Total Cost Kshs **	

**[Offeror/Bidder: Insert price]*

***[Offeror/Bidder: Insert total price]*

2.4. SECOND OPTION YEAR PRICES

	YARD DEBRIS COLLECTION SERVICES					
	Residence Locations	Number of Residences	Pick-ups per year	Annual Pick - ups per location	Unit Price Per Pick-up Ksh *	Total Cost Kshs. **
1	Rosslyn Ridge	60	2	120		
2	Hillview	3	2	6		
3	Thigiri Rd./Garden/Close/Lane	13	2	26		
4	Kitisuru	4	2	8		
5	Muthaiga Rd.	3	2	6		
6	Shanzu Rd. Off Kyuna Rd	20	1	20		
7	Runda Estate	66	1	66		
8	Runda Mumwe	13	2	26		
9	Brookside Drive	8	2	16		
10	Spring Valley	4	2	8		
11	Kyuna Rd.	9	1	9		
12	Muthangari Rd	1	4	4		
13	Nyari/Nyari West	26	2	52		

14	Makueni Rd.	5	1	5		
15	Karura Avenue	10	2	20		
16	Bendera lane	1	2	2		
17	Loresho	2	2	4		
18	Rosslyn Villas	17	2	34		
19	Kibagare	5	2	10		
20	Gigiri	9	2	18		
21	Rosslyn Ridge Club House	1	1	1		
22	Shanzu Rd.Club House Off Kyuna Rd	1	1	1		
23	Lavington	1	1	1		
	Total Yard Debris Collection	282	41	463		
	Total Estimate cost for Option Year 2 Kshs.				Total Cost Kshs **	

**[Offeror/Bidder: Insert price]*

***[Offeror/Bidder: Insert total price]*

2.5. THIRD OPTION YEAR PRICES

	YARD DEBRIS COLLECTION SERVICES					
	Residence Locations	Number of Residences	Pick-ups per year	Annual Pick - ups per location	Unit Price Per Pick-up Ksh *	Total Cost Kshs. **
1	Rosslyn Ridge	60	2	120		
2	Hillview	3	2	6		
3	Thigiri Rd./Garden/Close/Lane	13	2	26		
4	Kitisuru	4	2	8		
5	Muthaiga Rd.	3	2	6		
6	Shanzu Rd. Off Kyuna Rd	20	1	20		
7	Runda Estate	66	1	66		
8	Runda Mumwe	13	2	26		
9	Brookside Drive	8	2	16		
10	Spring Valley	4	2	8		
11	Kyuna Rd.	9	1	9		
12	Muthangari Rd	1	4	4		
13	Nyari/Nyari West	26	2	52		

14	Makueni Rd.	5	1	5		
15	Karura Avenue	10	2	20		
16	Bendera lane	1	2	2		
17	Loresho	2	2	4		
18	Rosslyn Villas	17	2	34		
19	Kibagare	5	2	10		
20	Gigiri	9	2	18		
21	Rosslyn Ridge Club House	1	1	1		
22	Shanzu Rd.Club House Off Kyuna Rd	1	1	1		
23	Lavington	1	1	1		
	Total Yard Debris Collection	282	41	463		
	Total Estimate cost for Option Year 3 Kshs.				Total Cost Kshs **	

**[Offeror/Bidder: Insert price]*

***[Offeror/Bidder: Insert total price]*

2.6. FOURTH OPTION YEAR PRICES

	YARD DEBRIS COLLECTION SERVICES					
	Residence Locations	Number of Residences	Pickups per year	Annual Pick-ups per location	Unit Price Per Pick-up Ksh *	Total Cost Kshs. **
1	Rosslyn Ridge	60	2	120		
2	Hillview	3	2	6		
3	Thigiri Rd./Garden/Close/Lane	13	2	26		
4	Kitisuru	4	2	8		
5	Muthaiga Rd.	3	2	6		
6	Shanzu Rd. Off Kyuna Rd	20	1	20		
7	Runda Estate	66	1	66		
8	Runda Mumwe	13	2	26		
9	Brookside Drive	8	2	16		
10	Spring Valley	4	2	8		
11	Kyuna Rd.	9	1	9		
12	Muthangari Rd	1	4	4		
13	Nyari/Nyari West	26	2	52		

14	Makueni Rd.	5	1	5		
15	Karura Avenue	10	2	20		
16	Bendera lane	1	2	2		
17	Loresho	2	2	4		
18	Rosslyn Villas	17	2	34		
19	Kibagare	5	2	10		
20	Gigiri	9	2	18		
21	Rosslyn Ridge Club House	1	1	1		
22	Shanzu Rd.Club House Off Kyuna Rd	1	1	1		
23	Lavington	1	1	1		
	Total Yard Debris Collection	282	41	463		
	Total Estimate cost for Option Year 4 Kshs.				Total Cost Kshs **	

**[Offeror/Bidder: Insert price]*

***[Offeror/Bidder: Insert total price]*

52.216-19 **ORDER LIMITATIONS** (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 pick-ups per annum**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess **of one hundred (100) pick-ups per location**;

(2) Any order for a combination of items in excess **of 282 pick-ups** per task order; or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **(5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

*Applies to temporary additional services.

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

*Applies to temporary additional services.