

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 9
2. AMENDMENT/MODIFICATION NO. <b>A001</b>	3. EFFECTIVE DATE <b>March 4, 2021</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE <b>U.S. Embassy Bul. Kneza A. Karadjordjevic 11040 Belgrade, Serbia</b>		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. <b>19RB1021Q0001</b>		
		X 9b. DATED (SEE ITEM 11) <b>February 18, 2021</b>		
		10a. MODIFICATION OF CONTRACT/ORDER NO.		
		10b. DATED (SEE ITEM 13)		
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 Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> 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 <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.				
<b>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.</b> 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 checked="" type="checkbox"/> 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 purpose of this amendment is to change the following:				
1. STANDARD FORM 1449 is replaced with new STANDARD FORM 1449 below				
Continued on page 2				
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 OF CONTRACTING OFFICER		
		<b>Shiraz Wahaj</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	MARCH 4, 2021	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 70						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>19RB1021Q0001</b>						
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME <b>Sonja Vukojevic</b>				b. TELEPHONE NUMBER (No collect calls) <b>+381-11/706-4384</b>		6. SOLICITATION ISSUE DATE February 18, 2021				
9. ISSUED BY		CODE		10. THIS ACQUISITION IS		<input checked="" type="checkbox"/> UNRESTRICTED OR		<input type="checkbox"/> SET ASIDE: ___ % FOR:				
U.S. Embassy GSO Bul. Kneza A. Karadjordjevic 92 11040 Belgrade Serbia				<input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS						
				<input type="checkbox"/> HUBZONE SMALL BUSINESS		<input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:						
				<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> EDWOSB		<input type="checkbox"/> 8 (A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING						
<input type="checkbox"/> SEE SCHEDULE						14. METHOD OF SOLICITATION		<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVER TO				CODE		16. ADMINISTERED BY						
U.S. Embassy GSO/Contracting Officer Bul. Kneza A. Karadjordjevic 92 11040 Belgrade, Serbia												
17a. CONTRACTOR/OFFERER		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY						
TELEPHONE NO.						U.S. Embassy B&F Bul. Kneza A. Karadjordjevic 92 11040 Belgrade, Serbia						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
1		Pool maintenance services Base Year			5		Month					
2		Pool maintenance services 1 <sup>st</sup> Option Year			8		Month					
3		Pool maintenance services 2 <sup>nd</sup> Option Year			8		Month					
4		Pool maintenance services 3 <sup>rd</sup> Option Year			8		Month					
5		Pool maintenance services 4 <sup>th</sup> Option Year			8		month					
(Use Reverse and/or Attach Additional Sheets as Necessary)												
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.						
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
												
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED			

2. SECTION 1 - THE SCHEDULE, CONTINUATION TO SF-1449,RFQ NUMBER 19RB1021Q0001, PRICES, BLOCK 23, is changed to read:

### 1. PRICES AND PERIOD OF PERFORMANCE

The contractor shall perform swimming pool water quality maintenance including furnishing all labor, material, equipment and services, for the U.S. Embassy Belgrade. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide Temporary Additional Services in addition to the scheduled services specified in this contract. The COR shall order Temporary Additional Services on an as needed basis. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide Temporary Additional Services with 24 hour advance notice.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity, the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of 5 hours. This reflects the contract minimum for the base year and each option period.

Maximum: The amount of all orders shall not exceed 50 hours per season. This reflects the contract maximum for the base year and each option period for temporary/additional services.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 1 year with 4 one-year options to renew. The initial period of performance includes any transition period authorized under the contract. Services described in this contract shall commence on April 1 of each contract year (except in the base year) and end on November 30 of the same year.

### TYPE OF CONTRACT

This is a fixed price contract for standard services. For temporary additional services, a time-and-materials contract will be used.

### TYPES OF SERVICES

- (a) Standard Services. The Contractor shall provide standard swimming pool maintenance services as specified in Section 1.
- (b) Temporary Additional Services. The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order, but not to exceed the ceiling price without the Contracting Officer's approval. Temporary Additional Services delivered shall be

in addition to the Standard Services, and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section 1.

### 1.2. BASE YEAR PRICES

For services from July 1, 2021 to November 30, 2021

Service	Monthly price	Quantity	Season Total
1 Swimming pool water quality maintenance		5 months	
2 Temporary additional services for this contract	Price per hour	Estimated number of hours per season 50 hours	
3 DEFENSE BASE ACT INSURANCE			
4	<b>TOTAL BASE YEAR</b>		

### 1.3 OPTION YEAR ONE PRICES

For services from April 1, 2022 to November 30, 2022

Service	Monthly price	Quantity	Season Total
1 Swimming pool water quality maintenance		8 months	
2 Temporary additional services for this contract	Price per hour	Estimated number of hours per season 50 hours	
3 DEFENSE BASE ACT INSURANCE			
4	<b>TOTAL OPTION YEAR ONE</b>		

1.4 OPTION YEAR TWO PRICES

For services from April 1, 2023 to November 30, 2023

Service	Monthly price	Quantity	Season Total
1 Swimming pool water quality maintenance		8 months	
2 Temporary additional services for this contract	Price per hour	Estimated number of hours per season 50 hours	
3 DEFENSE BASE ACT INSURANCE			
4	<b>TOTAL OPTION YEAR TWO</b>		

1.5 OPTION YEAR THREE PRICES

For services from April 1, 2024 to November 30, 2024

Service	Monthly price	Quantity	Season Total
1 Swimming pool water quality maintenance		8 months	
2 Temporary additional services for this contract	Price per hour	Estimated number of hours per season 50 hours	
3 DEFENSE BASE ACT INSURANCE			
4	<b>TOTAL OPTION YEAR THREE</b>		

1.6 OPTION YEAR FOUR PRICES

For services from April 1, 2025 to November 30, 2025

Service	Monthly price	Quantity	Season Total
1 Swimming pool water quality maintenance		8 months	

2	Temporary additional services for this contract	Price per hour	Estimated number of hours per season 50 hours	
3	DEFENSE BASE ACT INSURANCE			
4	TOTAL OPTION YEAR FOUR			

1.7 CONTRACT GRAND TOTAL:

BASE Year	
1 <sup>st</sup> OPTION Year	
2 <sup>nd</sup> OPTION Year	
3 <sup>rd</sup> OPTION Year	
4 <sup>th</sup> OPTION Year	
CONTRACT GRAND TOTAL <small>(BASE + 1<sup>st</sup> Option + 2<sup>nd</sup> Option + 3<sup>rd</sup> Option + 4<sup>th</sup> Option)</small>	

3. CONTINUATION TO SF-1449, SOLICITATION NUMBER 19RB1021Q0001, SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, 1.3 TYPES OF SERVICES, 1.3.2.1. Daily requirements (7 days a week):
  - a) Line (k) is changed to read:
    - k. Clean and scrub the entire pool shell with special attention to tiles above water surface level.
  - b) Line (l) is s deleted:
    - l. Remove obstructions and debris from deck.
  
4. CONTINUATION TO SF-1449, SOLICITATION NUMBER 19RB1021Q0001, SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, 1.3 TYPES OF SERVICES, 1.3.2.5. Deliverables, end product and period of performance, line C is changed to read:
 

“The contractor personnel are expected to be on site during normal working hours, every day and ensure that the pool left in a good working condition.”
  
5. CONTINUATION TO SF-1449, SOLICITATION NUMBER 19RB1021Q0001, SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, 1.3

TYPES OF SERVICES, 1.2.3.8. BASIC POOL CARE CHECKLIST, i. Startup the following line is deleted:

- "Clean and inspect pool deck"

6. CONTINUATION TO SF-1449, SOLICITATION NUMBER 19RB1021Q0001, SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, 1.3 TYPES OF SERVICES, 1.5 SCHEDULE OF SERVICES is changed to read:

1.5.1 Swimming pool water quality maintenance shall be performed in accordance with the schedule approved by the COR.

7. The following clauses are added to Section 2, Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

**52.216-18 ORDERING (OCT 1995) \*Applies only to Temporary Additional Services**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19 ORDER LIMITATIONS (OCT 1995) \*Applies only to Temporary Additional Services**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5 hours, 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 than 50 hours;

(2) Any order for a combination of items in excess of than 50 hours or

(3) A series of orders from the same ordering office within 5 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.

(End of clause)

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will-

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910 ; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

**8. The offer due date is extended from 17:00 Belgrade local time on March 10, 2021 to 17:00 Belgrade local time on March 19, 2021.**

(End of amendment)