

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 00002		3. EFFECTIVE DATE February 24, 2021		4. REQUISITION/PURCHASE REQ. NO. PR9549722		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Embassy Nairobi, Kenya P.O. Box 606-00621, Village Market				7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. 19KE5021R0001			
				9b. DATED (SEE ITEM 11) January 16, 2021			
				10a. MODIFICATION OF CONTRACT/ORDER NO.			
				10b. DATED (SEE ITEM 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p><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 type="checkbox"/> is extended, <input type="checkbox"/> 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 (c) 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 <input type="checkbox"/> is not, <input checked="" 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.)							
<p>The solicitation is amended to include Peace Corps Kenya as a Rider per attached documents as follows;</p> <p>i. Under B. 1.1. insert "U. S. Peace Corps Kenya"</p> <p>ii. Under C 1.4.3 insert "U.S. Peace Corps Kenya PSC Contractors and Dependents participants"</p> <p>iii. Under C 1.5 insert "U.S. Peace Corps Kenya Contractors"</p> <p>iv. Under G 4.4 insert "U.S. Peace Corps Kenya PSC Contractors and Dependents participants"</p> <p>v. Insert Exhibit G "U.S. Peace Corps Kenya Contractors Rider Statistics"</p> <p>Per i, ii, iii, iv and v above, replace the pages below with the previous ones in the solicitation.</p>							
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			
				Aisha O'Neal			
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)		Feb 15, 2021	
							

SECTION B

B.1. HEALTH INSURANCE SERVICES

The Contractor shall provide the Health Insurance services to employees of the Government of the United States of America in **Kenya** and their eligible dependents as described in Section C. This insurance shall be provided in accordance with Section C.

B.1.1. Official Residence Expense (ORE) Staff, American Employees Association (AEA), U. S. Peace Corps Kenya and *1998 Embassy Bombing Victims and Victim's Family Members* are included under this contract only as a rider. The Contractor shall bill; The Chief of Mission and Deputy Chief of Mission (for ORE Staff), the Embassy Association (for AEAs)), U.S. Peace Corps Kenya and the Embassy (for 1998 Embassy Bombing Victims and Victim's Family Members) at the rates specified below. See Section G for billing procedures. Note that USG is not responsible, nor liable, for riders with the exception of 1998 Bombing Victims and Victim's family members.

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010
NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT
TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26
U.S.C. 5000C.

C.1.4.1.1.2 Children: a child is defined as the LE Staff's natural, adopted, stepchild, or foster child. The child must be unmarried and financially dependent upon the LE Staff. A child will be covered until the end of the contract year in which s/he reaches age 26. An unmarried child determined to be incapable of self-support due to a physical or mental condition will continue to be eligible to participate in the medical plan as long as the condition persists, the child remains unmarried, and the LE Staff maintains coverage.

C.1.4.2 Location of Employment: The eligible employees covered by C.1.4.1 must be employed within the geographic boundaries of *Kenya*: by: **Department of State and all Agencies under the terms of the Local Compensation Plan (LCP)**

C.1.4.3 Participants Covered Under a Rider

a. All current active ORE Staff personally employed by the Chief of Mission and the Deputy Chief of Mission and assigned to their respective official Government residences and paid under an ORE account. All costs for coverage of ORE Staff are the responsibility of the Chief of Mission and the Deputy Chief of Mission, not the U.S. Government.

b. All current active employees of the Employee Association at Embassy *Nairobi*. All costs for coverage of **American Employees Association (AEA)**. AEAs are the responsibility of the Employee Association, not the U.S. Government.

c. 1998 Embassy Bombing Victims and Victim's Family Members. The Embassy will make payment directly to the Contractor for the entire premium amount.

d. U.S. Peace Corps Kenya PSC Contractors and Dependents. All costs for coverage of **U.S. Peace Corps Kenya** are the responsibility of U.S. Peace Corps, not the U.S. Government.

C.1.5 Eligibility

To be eligible to participate in the medical plan, LE Staff must be:

Paid under the terms of the Local Compensation Plan (LCP); and –

Under a non-temporary direct hire appointment, personal services agreement (PSA), or personal services contract (PSC); or

Under a temporary direct hire appointment or PSA Fixed Term of one year or more.

Not eligible are those working under temporary appointments; those working under a PSC or PSA that is time limited to less than one year; non-personal services contract personnel and their employees, supplied by an independent contractor licensed to do business in Kenya who provides services to other local organizations as well as to the U.S. Mission; employees working on an intermittent or When Actually Employed (WAE) schedule; employees of USAID institutional contractors; Peace Corps personal services contractors as indicated in MS 743; and Recreation Association employees.

Official Residence Expense (ORE), U.S. Peace Corps Kenya Contractors and Employee Association (EA) employees may be covered under a rider to the contract. The employing officer/EA, not the USG, is responsible for the employer's share of the premium costs for an ORE employee. 1998 Embassy Bombing Victims and Victim's Family Members.

G.4.4 Riders:

- a. ORE. The Chief of Mission and/or Deputy Chief of Mission will make payment directly to the Contractor for the entire premium amount of the ORE staff, whether or not the ORE employee is contributing to the premium amount.
- b. AEA Staff. The Employee Association will make payment directly to the Contractor for the entire premium amount of the AEA employee, whether or not the AEA employee is contributing to the premium amount.
- c. 1998 U.S. Embassy Bombing Victims and Victim's Family Members. The Embassy will make payment directly to the Contractor for the entire premium amount.
- d. U.S. Peace Corps Kenya PSC Contractors and Dependents. U.S. Peace Corps Kenya will make payment directly to the Contractor for the entire premium amount.

G.5 REFUNDS TO THE GOVERNMENT

If at any time during performance of the contract the Government finds that the Contractor has been overpaid because the number of employees and/or dependents covered has decreased, the Contracting Officer may either allow that overpayment to be credited to the Government's account or require that the Contractor refund the overpayment. If the Contracting Officer requests a refund, the Contractor shall make that refund to the Government within ten calendar days of receipt of the request.

G.6 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy is Zero Rated for VAT.

EXHIBIT G – U. S. PEACECORPS CONTRACTORS RIDER STATISTICS

1. EMPLOYEES BY GENDER WITHIN AGE RANGES

FEMALE		MALE	
Age (years)	Number	Age (years)	Number
20-34	3	20-34	2
35-45	2	35-45	5
46-55	1	46-55	3
56-60	0	56-60	0
TOTAL	6	TOTAL	10

2. EMPLOYEE SPOUSES BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		MALE	
Age (years)	Number	Age (years)	Number
20-34	1	20-34	1
35-45	1	35-45	0
46-55	1	46-55	1
56-65	0	56-65	1
66+	0	66+	0
TOTAL	3	TOTAL	3

3. DEPENDENT CHILDREN BY GENDER WITHIN AGE RANGES (MEDICAL INSURANCE ONLY)

FEMALE		MALE	
Age (years)	Number	Age (years)	Number
0-10	8	0-10	8
11-18	3	11-18	2
19-25 (if full-time student)	1	19-25 (if full-time student)	0
TOTAL	12	TOTAL	10