

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES
5

2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE May 08, 2019		4. REQUISITION/PURCHASE REQ. NO. PR7985759		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) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)						9a. AMENDMENT OF SOLICITATION NO. 19KE5019Q0006	
						9b. DATED (SEE ITEM 11) April 12, 2019	
						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, [] is required to sign this document and return <u> </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>A. The solicitation is amended as follows;</p> <p>i. Clause 20.1 Under 20.0 Key Personnel listing is amended. Page 35</p> <p>ii. Clause 22.0 Insurance b. Property Damage- the term stated in dollars is deleted. Page 36</p> <p>ii. Attachment 3 Government Furnished Property Pages 44, 45 & 46 are amended,</p> <p>Per i, ii and iii above, replace the document hereunder with the previous ones in the solicitation.</p> <p>B. The closing date is extended until May 20, 2019 at 12 noon local time.</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 Lance Posey			
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	

20.0 Key Personnel.

20.1 The Contractor shall assign to this contract the following key personnel to the identified position/function:

POSITION/FUNCTION	NAME
Travel Operations Manager	*
Branch Manager(s)	*
Travel Supervisor	*
Senior Travel Consultant	*
Senior Travel Consultant	*
Tours Consultant	*
Travel Consultant	*
Travel Consultant	*
Accountant	*
Support Staff	*

*To be completed at time of award.

20.2. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the COR within 10 calendar days after the occurrence of any of these events and provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the COR. The proposed substitute must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract.

20.3 After the first 90 days, the Contractor may substitute a key person if the Contractor determines the change is necessary. However, prior to making that substitution, the contractor shall provide a complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

20.4. Whenever a Key Personnel substitution is requested, the Project Manager shall sign the resumes, certifying that the resume is accurate and complete, and that the proposed replacement meets the required experience levels. The COR will notify the Contractor within 5 calendar days after receipt of all required information of the decision on the substitution. The COR shall confirm oral approvals or rejections in writing. The Government will modify the contract to reflect any changes in position/function or number of positions.

21.0 Personal Injury, Property Loss or Damage (Liability) - The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract.

22.0 Insurance - The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance:

Comprehensive General Liability

a. Bodily injury Kshs10,000,000 per Occurrence;
Cumulative Kshs.20,000,000

b. Property Damage :

Per Occurrence	Kshs. 20,000,000
Cumulative	Kshs. 50,000,000

Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease * _____
Statutory, as required by host country law

Employer's Liability _____ *

- Vendor to populate amounts based on *Workmen's Compensation Act of Kenya, Cap 236*

In addition, the Contractor shall include Defense Base Act (DBA) insurance premium costs covering their employees working on the contract to include American citizens, Individuals hired in the United States or its possessions, regardless of citizenship, Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working overseas. The Contractor shall obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

23.0 Reserved.

24.0 Permits - Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application,

ATTACHMENT 3 – GOVERNMENT FURNISHED PROPERTY
(Attachment 3 to Description/Specifications/Statement of Work)

The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract.

Item No.	Nomenclature	Tag Number	Serial No.	Manufacturer	Property Condition Code	Acquisition Cost (each)	Date of Acquisition
1	Filing Cabinets 3 drawer				4	N/A	
2	Filing Cabinets 3 drawer				4	N/A	
3	Filing Cabinets 4 drawer				4	N/A	
4	Filing Cabinets 4 drawer				4	N/A	
5	Desk with partitions for 10 personnel with overhead cabinets				4	N/A	
6	UPS				4	N/A	
7	UPS				4	N/A	
8	UPS				4	N/A	
9	UPS				4	N/A	
10	UPS				4	N/A	
11	UPS				4	N/A	
12	Visitor's Chair 11 units				4	N/A	
13	Office Chairs 10 units				4	N/A	
14	Trash Bins 12 units				4	N/A	
15	Telephone hand set 10 units				4	N/A	
16	In-trays 6 units				4	N/A	
17	Hall table 1 unit				4	N/A	
18	Wall Clock 2 units				4	N/A	
19	SHREDDING MACHINE	AH6964R			4	\$ 2,700.00	
20	PRINTER, MONOCHROME LASER	AH6964S	CNDYB46963	HP	4	\$ 940.39	
21	NIGHT STAND TABLE	AH6964T			4	\$ 361.15	

22	TABLE, HOUSEHOLD, END	AH6964U			4	\$ 293.30	
23	CPU (CENTRAL PROCESSOR UNIT)	AH6965B	2UA4301VHY	HP COMPAQ COMPUTER COMPANY	4	\$ 470.94	
24	DISPLAY, LCD MONITOR	AH6965C	KB900359P	SAMSUNG ELECTRONICS AMERICA	4	\$ 193.81	
25	DISPLAY, LCD MONITOR	AH6965F	L00003815	SAMSUNG ELECTRONICS AMERICA	4	\$ 191.53	
26	DISPLAY, LCD MONITOR	AH6965G	L00003815	SAMSUNG ELECTRONICS AMERICA	4	\$ 184.83	
27	CPU (CENTRAL PROCESSOR UNIT)	AH6965H	2UA6371THL	HP COMPAQ COMPUTER COMPANY	4	\$ 603.00	
28	DISPLAY, LCD MONITOR	AH6965N	L00003815	SAMSUNG ELECTRONICS AMERICA	4	\$ 184.83	
29	DISPLAY, LCD MONITOR	AH6965P	L00003815	SAMSUNG ELECTRONICS AMERICA	4	\$ 184.83	
30	CPU (CENTRAL PROCESSOR UNIT)	AH6965R	L00003815	HP	4	\$ 646.60	

PROPERTY CONDITION CODES

- 1 New or unused property in excellent condition. Ready for use and identical or interchangeable with new items delivered by manufacturer or normal source of supply.
- 2 New or unused property in fair condition. Soiled, shopworn, rusted, deteriorated, damaged to the extent that utility is slightly impaired.
- 3 New or used property so badly broken, soiled, rusted, mildewed, deteriorated, damaged, or broken that its condition is poor and its utility seriously impaired.
- 4 Property that has been slightly or moderately used, no repairs required, and still in excellent condition.
- 5 Used property which is still in fair condition and usable without repairs; however somewhat deteriorated, with some parts (or portion) worn and should be replaced.
- 6 Used property that still is usable without repairs in poor condition and undependable or uneconomical in use. Parts badly worn and deteriorated.
- 7 Used property, still in excellent condition, but minor repairs required. Estimated repair costs would cost no more than 10% of acquisition cost.
- 8 Used property, in fair condition, but minor repairs required. Estimated repair costs would be from 26% to 40% of acquisition cost.
- 9 Used property, in poor condition, and recurring major repairs. Badly worn, and would still be in doubtful condition of dependability and uneconomical in use of repaired. Estimated repair cost between 41% and 65% of acquisition cost.