

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE 10/27/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY  American Embassy – GSO 91 Vas. Sofias Avenue 101 60 Athens		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. SGR100-16-Q-0001	
			9b. DATED (SEE ITEM 11) 10/20/2015	
			10a. MODIFICATION OF CONTRACT/ORDER NO.	
			10b. DATED (SEE ITEM 13)	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<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 [ ] is extended, [x] 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>2</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><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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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:  Mutual Agreement of Parties				
D. OTHER (Specify type of modification and authority)				
E. <b>IMPORTANT:</b> Contractor [ ] is not, [ ] is required to sign this document and return ___ copies to the issuing office.				
14. <b>DESCRIPTION OF AMENDMENT/MODIFICATION</b> (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p><b>I. The purpose of this amendment is to revise Section 1, The Schedule, Paragraph II, Pricing and Description/Specifications/Work Statement, as set forth in the attached pages.</b></p> <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.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER CAROLYN K. CALDERON	
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 10/27/2015	

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER SGR100-16-Q-0001  
PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

A. The purpose of this firm fixed price contract with options for additional services is for a) garbage removal and disposal services, and b) collection and process of recyclable materials for the American Embassy, Athens, 91 Queen Sophia Avenue, 101 60 ATHENS, Greece, in accordance with the Schedule of Services - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, within the locations listed below and as further described in the other terms and conditions of this contract:

- I. Chancery and NOX Buildings courtyard, 91 Queen Sophia Avenue, Athens.
- II. Markomichalis Warehouse Building, 4 Tatoiou Street, Metamorphosis.

B. The contract will be for a one-year period from the date of the contract award, with two (2) one-year options. The initial period of performance includes any transition period authorized under the contract.

C. 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 and a fixed rate per run for any temporary additional services that have been satisfactorily performed.

Price must also include all required fees for delivery and disposal of trash at the Athens Dump Yard.

II. PRICING

1. BASE PERIOD

1.1 Garbage Removal Services

A. Standard Services. The firm fixed price for the first year of the contract is:

Per month € \_\_\_\_\_ x 12 = € \_\_\_\_\_ per year.

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

B1. Containers

Per Run € \_\_\_\_\_

Estimated Number of Runs Per Year 20

Total Temporary Additional Services Not to Exceed Per Year € \_\_\_\_\_

B2. Rental of Press container compactor 20m<sup>3</sup> for cardboard

Per month € \_\_\_\_\_

Estimated Number of Months Per Year 12

Total Temporary Additional Services Not to Exceed Per Year € \_\_\_\_\_

C. VAT (for A+B1+B2) € \_\_\_\_\_

D. **Total Base Period:** € \_\_\_\_\_ (A + B + C)

## 1.2 Collection and process of recyclable materials.

1.2.1. Runs for the collection of recyclable materials will be free of charge. All profits from recycling process will be considered as fee for the Contractor. The Contractor will provide reports listing generated quantities of recyclable materials and frequency of emptying.

1.2.2 Containers. Recycling containers for paper will be provided by the Contractor free of charge.

1.2.3 Press containers will be provided by the Contractor on an as needed basis at the monthly rates shown in paragraph B2.

## 2. FIRST OPTION YEAR PRICES

### 2.1 Garbage Removal Services

A. Standard Services. The firm fixed price for the first year of the contract is:

Per month € \_\_\_\_\_ x 12 = € \_\_\_\_\_ per year.

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

B1. Containers

Per Run € \_\_\_\_\_

Estimated Number of Runs Per Year 20

Total Temporary Additional Services Not to Exceed Per Year € \_\_\_\_\_

B2. Rental of Press container compactor 20m<sup>3</sup> for cardboard

Per month € \_\_\_\_\_

Estimated Number of Months Per Year 12

Total Temporary Additional Services Not to Exceed Per Year € \_\_\_\_\_

C. VAT (for A+B1+B2) € \_\_\_\_\_

D. **Total First Option Year:** € \_\_\_\_\_ (A + B + C)

### 2.2 Collection and process of recyclable materials.

2.2.1. Runs for the collection of recyclable materials will be free of charge. All profits from recycling process will be considered as fee for the Contractor. The Contractor will provide reports listing generated quantities of recyclable materials and frequency of emptying.

2.2.2 Containers. Recycling containers for paper will be provided by the Contractor free of charge.

2.2.3 Press containers will be provided by the Contractor on an as needed basis at the monthly rates shown in paragraph B2.

### 3. SECOND OPTION YEAR PRICES

#### 3.1 Garbage Removal Services

A. Standard Services. The firm fixed price for the first year of the contract is:

Per month € \_\_\_\_\_ x 12 = € \_\_\_\_\_ per year.

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

B1. Containers

Per Run € \_\_\_\_\_

Estimated Number of Runs Per Year 20

Total Temporary Additional Services Not to Exceed Per Year € \_\_\_\_\_

B2. Rental of Press container compactor 20m<sup>3</sup> for cardboard

Per month € \_\_\_\_\_

Estimated Number of Months Per Year 12

Total Temporary Additional Services Not to Exceed Per Year € \_\_\_\_\_

C. VAT (for A+B1+B2) € \_\_\_\_\_

**D. Total Second Option Year: € \_\_\_\_\_ (A + B + C)**

#### 3.2 Collection and process of recyclable materials.

3.2.1. Runs for the collection of recyclable materials will be free of charge. All profits from recycling process will be considered as fee for the Contractor. The Contractor will provide reports listing generated quantities of recyclable materials and frequency of emptying.

3.2.2 Containers. Recycling containers for paper will be provided by the Contractor free of charge.

3.2.3 Press containers will be provided by the Contractor on an as needed basis at the monthly rates shown in paragraph B2.

**6. GRAND TOTAL WITH VAT: € \_\_\_\_\_**

Base Period: € \_\_\_\_\_

First Option Year: € \_\_\_\_\_

Second Option Year: € \_\_\_\_\_

CONTINUATION TO SF-1449,  
RFQ NUMBER SGR100-16-Q-0001  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## **1. WORK REQUIREMENTS**

**1.1 General.** The Contractor will perform the services set forth below for the American Embassy, Athens, Greece. The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work set forth in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes. Performance requirements for required work items are defined below.

**1.2 Personnel.** The Contractor shall provide a qualified work force meeting the requirements set forth in the paragraphs below.

### **1.3 General Requirements**

#### 1.3.1 Definitions

“General Instructions” mean those instructions, directives and guidelines that apply to all personnel.

“Chancery and NOX” means the buildings used for official activities, located at 91 Queen Sophia Avenue, Athens and Gelonos & Lahitos Streets, Athens, respectively.

“Markomichalis ” means the warehouse building located at 4 Tatoiou Street, Metamorphosis.

1.3.2 The Contractor shall prepare general instructions for the work force. These general instructions must be approved by the Contracting Officer’s Representative (COR) prior to issuance.

#### 1.4 Conditions of Work:

In order to ensure compliance with safety regulations in hazardous areas and to comply with security requirements, work to be performed under this contract shall be accomplished Monday through Friday, excluding holidays, see LIST OF HOLIDAYS and SCHEDULE OF COVERAGE.

## **2. TYPES OF SERVICES**

**2.1. Standard Services.** SCHEDULE OF COVERAGE specifies the standard services. The Contractor shall not subcontract or lease for the standard services, and shall certify in his proposal his understanding that no subcontracts are authorized.

Standard Services as defined above shall include the following:

## **SCHEDULE OF COVERAGE**

### **2.1.1 Trash and Garbage removal and disposal:**

#### **2.1.1.1. Chancery Building**

Remove and transport **all garbage containers** for disposal at the Athens Dump Yard **two times per week (Tuesday and Friday)**, as instructed by the COR.

#### **2.1.1.2. Markomichalis Building**

Remove and transport all garbage containers for disposal at the Athens Dump Yard **one time per week (Thursday)**, as instructed by the COR.

### **2.2 Collection and process of recycling materials**

Remove recycling materials from the collection containers and compactors (if provided), from the locations listed under Section 1, and process them for recycling, upon request by the COR.

## **3. CONTAINERS**

The number of containers required for the services, as listed in Contractor Furnished Materials, must remain unchanged at each designated location at all times.

## **4. DELIVERIES OF PERFORMANCE**

### **4.1 Time of Delivery**

Containers supplied following award of this contract shall be installed in accordance with instructions provided by the Contracting Officer, as coordinated with the COR. Delivery shall normally occur within one calendar day of award of each delivery order.

### **4.2 Ownership of Containers**

Title to equipment provided under this contract shall remain with the Contractor. While containers are installed on U.S. Government (USG) premises, the Contractor shall assume all responsibility for loss or damages to containers except for loss or damage caused by the negligence or willful act of the Government. In the case of USG negligence or damage, the Contractor shall submit an invoice and explanation of written damage or loss to the COR. If damage can be repaired, the invoice shall reflect the cost of repair including parts and labor.

4.3 Container Movements - The contractor shall be responsible for all container movements, deliveries and removals in accordance with instructions provided by the COR.

## **5. CONTRACTOR'S REPORTS**

The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and at time of monthly invoicing the Contractor shall make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection at all places and

**6. DELIVERY SCHEDULE**

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
General Instructions	1	10 days after award	COR
List of Personnel	1	5 days after award	COR
Insurance of Personnel	1	10 days after award	CO

**7. CONTRACTOR FURNISHED MATERIALS**

The Contractor shall provide all equipment, materials, supplies, (see Attachment 1), required to perform the standard and additional or emergency services as specified in this contract.

**8. STANDARDS OF CONDUCT**

8.1. General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

8.2. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

**9. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all garbage removal and recycling services set forth in the performance work statement (PWS)	<u>1 thru 8</u>	All required services are performed and no more than one (1) customer complaint is received per month

1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection

clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

**3 PROCEDURES.**

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**10. INSURANCE**

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, the following minimum insurance:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

Damages or compensation due to an accident on site during construction stated in Euro:

Per Occurrence	€ 17,600.00
Cumulative	€ 44,000.00

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

**11. KEY PERSONNEL**

The Contractor shall assign an English speaking key personnel to this agreement who shall be responsible for his workforce during all times that services are being provided and shall act as liaison with the Embassy:

<u>Position/Function</u>	<u>Name</u>	<u>Phone No.</u>
<b>Project Manager</b>	_____	_____

*(To be provided by Offeror)*

## **Attachment 1**

### **Contractor Furnished Materials**

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and additional or emergency services as specified in this contract. The following list of Contractor furnished materials establishes minimum requirements for the items listed. It is not a comprehensive list and it does not relieve the Contractor from furnishing any other Contractor furnished materials required to perform the contract but not listed below.

#### **A. Garbage removal and disposal services**

- 1) Dump Truck**
- 2) Two stationary** containers (approx. -10 cubic meter loading capacity) in the Chancery building at location to be designated by the COR.
- 3) One stationary** container (approx. -10 cubic meter loading capacity) at Markomichalis building at location to be designated by the COR.

#### **B. Collection and process of recyclable materials**

- 4) One stationary** container for glass (approx. -3 cubic meter loading capacity) in the Chancery building at location to be designated by the COR. Emptied on an as needed basis and not every time.
- 5) One stationary** container for plastic (approx. -3 cubic meter loading capacity) in the Chancery building at location to be designated by the COR. Emptied on an as needed basis and not every time.
- 6) One stationary** container for aluminum (approx. -3 cubic meter loading capacity) in the Chancery building at location to be designated by the COR. Emptied on an as needed basis and not every time.

**II. Section 2, Addendum to Contract Clauses, FAR 52.216-19 Order Limitations is revised as follows:**

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 ***one (1) run for the containers and one (1) month for the compactors*** 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 ***20 runs for the containers and twelve (12) months for the compactors***;

(2) Any order for a combination of items in excess of ***20 runs for the containers and twelve (12) months for the compactors***; or

(3) A series of orders from the same ordering office within than ***365*** 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 2 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.