

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT SIS400-14-Q-2831911			1. CONTRACT ID CODE		PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. A002		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. PR2831911	5. PROJECT NO. (If applicable)
6. ISSUED BY  American Consulate General 18 Agron Road Jerusalem 94190		CODE	7. ADMINISTERED BY (If other than Item 6) CODE Contracting Officer 4 Hagalgal Street Talpiot, Jerusalem		
8. CONTRACTOR:				9a. AMENDMENT OF SOLICITATION NO.  SIS400-14-Q-2831911	
				9b. DATED (SEE ITEM 11) Jan 30, 2014	
				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 checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended <b>NO LATER THAN 2 PM ON APRIL 08, 2014.</b></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>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or email 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 email or letter, provided each email 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 <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.) <b>The purpose of this amendment A002 to this solicitation is stated in the following continuation page:</b>					
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>Keith Thrasher</b>		
15B. NAME OF CONTRACTOR/OFFEROR  BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Keith L. Thrasher</u> (Signature of Contracting Officer)		16C. DATE SIGNED <u>26 MAR 2014</u>

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**1. Section 1 – 1: SCOPE OF WORK**

1.3.5.1 is hereby revised as follows:

Windows in the RSO and the FO buildings area shall be cleaned using scaffold provided by the **Consulate**. Upon completing the windows, it shall be free of smudges, lint, or streaks from the surfaces. It is the contractor's incumbent to work in a manner that will prevent accidents, and shall use ladders and scaffoldings that are properly secured and braced in order to assure the safety of all workers.

**2. Section 1 – 2.0: MANAGEMENT AND SUPERVISION**

2.1 is hereby revised as follows:

The contractor shall provide a **project manager** who shall be the focal point for the Contractor and the point of contact with U.S. Government personnel. The project manager shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff.

**3. Section 1 – 7: INSURANCE**

7.6 The following insurance requirement is hereby **deleted**:

*The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.*

**4. Section 1 – 9: SAFETY PLAN**

- Item (a) General - is hereby revised as follows:

(a) General. 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. For these purposes, the **Consulate** shall—

1. Provide appropriate safety barricades, signs and signal lights;
2. Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues;
3. **Deleted.**

- Item (d) is hereby **deleted**.

- Item (e) is hereby **deleted**.

**5. Section 1 – 10: DELIVERABLES**

Item 9 – Safety Plan is hereby **deleted**.

**6. Section 2 – Contract Clauses - FAR clauses provided in full text:**

The following clause is hereby inserted:

**52.246-25 Limitation of Liability - Services (Feb 1997).**

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that—

- (1) Occurs after Government acceptance of services performed under this contract; and
- (2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

**7. To extend this solicitation closing date to now read, no later than 2 pm on April 08, 2014.**

**8. To post Attachment A – Questions submitted by interested contractors with USG answers.**

**9. All other terms and conditions in the solicitation remain unchanged.**

## ATTACHMENT A

### Q&A

#### QUESTIONS SUBMITTED BY INTERESTED CONTRACTORS WITH USG ANSWERS

- 1) Q- Section 1.3.5.1 Windows in the RSO and the FO buildings area shall be cleaned using scaffold which will be provided by the Contractor or the Consulate?

A- Scaffolding will be provided by the Consulate. See amendment A002 item # 1

- 2) Q- Section 2.1 On-site supervision of the Contractor's workforce at all times, will it be required by the contractor?

A- On-site supervisor is not required. Contractor shall designate a project manager to be the main point of contact with the Consulate. See amendment A002 item #2.

- 3) Q- Section 7.6. Insurance: The insurance policies coverage and requirement in Israel are different in terms and conditions. The Contractor cannot obtain insurance for theft of materials and equipment.

A- Insurance is not required when transiting equipment as contractor will not be responsible for moving any equipment, it will be the Consulate's responsibility. See amendment A002 item # 3.

- 4) Q- Section 9.0. (a) (1) SAFETY PLAN: Will the Consulate provide the appropriate safety barricades, signs and signal lights; as stated in section 5: MATERIALS AND EQUIPMENT or the contractor?

A- The Consulate is responsible for providing all safety equipment and therefore all other points that reflect otherwise were deleted. See amendment A002 items # 4 and # 5.

- 5) Q- Limitation of liability: Can a contractor add his own terms or any local conditions for liability limitations?

A- The USG regulations and clauses mentioned by reference or in full text in this contract shall govern. FAR Clause # 52.246.25 Limitation of Liability was inserted in section 2 in full text. See amendment A002 item # 6.

6) Q- Termination for convenience: Can a contractor add his own terms in reference to the termination policy of this contract?

A- The USG regulations and clauses mentioned by reference or in full text in this contract shall govern. Termination clause is included under FAR clause # 52.212-4. See the following section of the referenced clause that talks about the termination clauses accepted and provided by the US Government. The full text of the clause can be found at <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

Section 2 – Contract Clauses - FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012) is incorporated by reference.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

7) Q- Cost per worker will be based on delivering standard services during regular Consulate working days, Monday through Friday, from 07:30 – 16:00. How will overtime hours and/or hours worked on Saturdays and holidays be calculated or paid?

A- The Consulate will not request contractor's staff to work overtime hours. On the other hand, any additional service requested beyond the standard working hours shall be charged per the price offered in item B of the pricing table. Any work requested on weekends or holidays shall be charged per the price offered in item B of the pricing table. Contractor should take into account the local labor law regulations when pricing item B of the pricing table.

8) Q- Can the contractor revise the rates offered on the date of submission during the period of the contract if any changes in the minimum wage rates occur?

A- No, the type of this contract is firm fixed price that determines in advance the cost of the service required for the duration of the contract agreement.