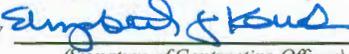


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 5
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE September 26, 2014	4. REQUISITION/PURCHASE REQ. N.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Department of State American Embassy Bul. Kneza A. Karadjordjevica 92 11040 Belgrade, Serbia		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. S-RB100-14-Q-0023		
		X 9b. DATED (SEE ITEM 11) September 19, 2014		
		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. 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.				
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 type="checkbox"/> 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.)				
The purpose of this amendment is to make changes to the solicitation as stated below.				
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 Elizabeth Konick		
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 26 SEP 2014	

1. SECTION 1 THE SCHEDULE, CONTINUATION TO SF-1449, RFQ NUMBER S-RB100-14-Q-0023, PRICES, BLOCK 23, is changed to read as follows:

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price contract is for services to clean and maintain chimneys, fireplaces and furnaces
- B. The contract will be for a one-year period from the date of the contract award, with one one-year option to renew.
- C. The contract price shall include all classification, certification, transportation, disposal of debris and other applicable costs as mandated by the Serbian Law on Waste Management (Zakon o upravljanju otpadom ("Sl. glasnik RS", br. 36/2009 i 88/2010)). The law is available at <http://www.merz.gov.rs/lat/dokumenti/zakon-o-upravljanju-otpadom>

D. 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	Scope of Work Paragraph	Performance Threshold
<u>Services.</u> Performs all cleaning and maintenance of chimneys, fireplaces and furnaces set forth in the scope of work.	1 through 8.	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) [Note to Contracting Officer: Insert other number if desired] 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.

II. PRICING

A. Base Period

CLIN	Item/service	Unit	Unit Price	Estimated amount	Total
1	Heating furnace 31-70KW	Each		12	
2	Heating furnace 71-150KW	Each		4	
3	Fireplace	Each		13	
4	Chimney	Meter		300	
				Total Base Year	

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of \$500. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed \$7,500. This reflects the contract maximum for this period of performance.”

B. Option Year 1

CLIN	Item/service	Unit	Unit Price	Estimated amount	Total
1	Heating furnace 31-70KW	Each		12	
2	Heating furnace 71-150KW	Each		4	
3	Fireplace	Each		13	
4	Chimney	Meter		300	
Total Option Year 1					

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of \$500. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed \$7,500. This reflects the contract maximum for this period of performance.”

C. Contract Totals

Total Base Year	
Total Option Year 1	
Contract Grand Total (Base year + Option year 1 + Option year 2 + Option year 3)	

D. VALUE ADDED TAX (VAT)

The Government will not reimburse the Contractor for VAT under this contract as the U.S. Embassy has a tax exemption certificate with the host government and will issue VAT exemption form SNPDV to the contractor when the invoice is received. The contractor shall include the following statement on invoices submitted for payment "Oslobodjeno plaćanja PDV-a po članu 24. st.1.16 pod tačka 1. Zakona o PDV" ("Exempt from VAT under article 24, paragraph 1.16, item 1 on the Law on VAT").

2. SECTION 5 - ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS, FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12 is amended to include the following provision.

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW

- (a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
- (1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or
 - (2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

- (1) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) It is is not a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

The deadline for submittal of offers is extended from 12:00 noon on September 19, 2014 to 12:00 noon on October 7, 2014.

(End of Amendment)