

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE April 12, 2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Department of State American Embassy Accra No. 24 Fourth Circular Road Cantonments, Accra, Ghana		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. SGH100-10-Q-0005		
		9b. DATED (SEE ITEM 11) March 26, 2010		
		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 _____ 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 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.)				
Amendment A001 changes Section 1, The Schedule , to add a location to previous residential listing in Section 1. Replace old Section 1 with this new Section 1 attached.				
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	
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	

SECTION 1 - THE SCHEDULE (A001)

CONTINUATION TO SF-1449 RFQ NUMBER S-GH100-10-Q-0005 PRICES BLOCK 23

1. SCOPE OF CONTRACT

The contractor shall perform gardening services, including furnishing all labor, material, equipment and services, for the U.S. Embassy Accra. 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 that have been satisfactorily performed.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with four, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services as needed basis. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity the minimum and maximum amounts are defined below:

Minimum: The Government shall place orders totaling a minimum of 100 square meters. This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed 25,000 square meters. This reflects the contract maximum for the base year and each option period for temporary/additional services.

The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

2.0 PRICING

2.1. BASE PERIOD

The firm fixed price for the first year of the contract is:

Per month \$-----x 12 = \$----- per year

TEMPORARY ADDITIONAL SERVICES. THE UNIT PRICE (FIRM-FIXED-PRICE) IS:

Per Square Meter
\$

Estimated Number of Square Meters for Base Year **25,000**

Total Temporary Additional Services Not to Exceed for Base Year \$.....

TOTAL (Annual cost plus temporary additional services) \$-----

2.2. FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

Per month \$..... x 12 = \$..... per year

TEMPORARY ADDITIONAL SERVICES. THE UNIT PRICE (FIRM-FIXED-PRICE) IS:

Per Square Meter \$.....

Estimated Number of Square Meters for Base Year **25,000**

Total Temporary Additional Services Not to Exceed for Base Year \$.....

TOTAL (Annual cost plus temporary additional services) \$.....

2.3 SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

Per month \$..... x 12 = \$..... per year

TEMPORARY ADDITIONAL SERVICES. THE UNIT PRICE (FIRM-FIXED-PRICE) IS:

Per Square Meter \$.....

Estimated Number of Square Meters for Base Year **25,000**

Total Temporary Additional Services Not to Exceed for Base Year \$.....

TOTAL (Annual cost plus temporary additional services) \$.....

2.4 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

Per month \$..... x 12 = \$..... per year

TEMPORARY ADDITIONAL SERVICES. THE UNIT PRICE (FIRM-FIXED-PRICE) IS:

Per Square Meter

\$.....

Estimated Number of Square Meters for Base Year **25,000**

Total Temporary Additional Services Not to Exceed for Base Year \$.....

TOTAL (Annual cost plus temporary additional services) \$.....

2.5 FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

Per month \$..... x 12 = \$..... per year

TEMPORARY ADDITIONAL SERVICES. THE UNIT PRICE (FIRM-FIXED-PRICE) IS:

Per Square Meter \$.....

Estimated Number of Square Meters for Base Year **25,000**

Total Temporary Additional Services Not to Exceed for Base Year \$.....

TOTAL (Annual cost plus temporary additional services) \$.....

2.6 GRAND TOTAL

Base Year: \$.....

First Option Year: \$.....

Second Option Year: \$.....

Third Option Year: \$.....

Fourth Option Year: \$.....

Grand Total: \$.....

CONTINUATION TO SF-1449
RFQ NUMBER S-GH100-10-Q-0001
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

The purpose of this contract is to obtain gardening services for real property owned or managed by the U.S. Government at U. S. Embassy Accra specified residences. The Contractor shall perform gardening services in all designated spaces.

1.2. GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor's work by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in 1.14. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

1.3.2. SCHEDULES. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 7:00 AM and 5:00 PM Monday through Friday. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.3. QUALITY CONTROL. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

1.3.4 TECHNICAL GUIDANCE. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

1.3.5. GROUNDS MAINTENANCE PLAN. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate

factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

1.4 LAWN CARE

1.4.1. GRASS CUTTING. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

1.4.2. EDGING. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

1.4.3. TRIMMING. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

1.4.4. WEEDING. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.

1.4.5. TURF REPAIR AND RE-ESTABLISHMENT. The contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas.

1.4.6. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the contractor's Grounds Maintenance Plan.

1.5 PRUNING

1.5.1 The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

1.5.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.

1.5.3. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

1.5.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

1.6. LEAF REMOVAL. The contractor shall, on a weekly basis, remove leaves and pine needles from the properties listed in Exhibit A.

1.7. RECYCLED MATERIALS. The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

1.8. REMOVAL OF DEBRIS. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

1.9. WATERING.

1.9.1. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the contractor may request the COR's permission to suspend watering to avoid too much water in the soil.

1.9.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

1.9.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.

1.9.4. The Government shall furnish the supply of water.

1.10. FERTILIZER.

1.10.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

1.10.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

1.10.3. The Contractor shall fertilize the lawn areas a minimum of two times per year.

1.10.4. The Contractor shall apply weed killer once a year. If weed killer is not required, the contractor shall request a waiver in writing from the COR.

1.10.5. The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

1.11 PEST AND DISEASE CONTROL. The contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

The contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

1.12. HAZARDOUS AND TOXIC SUBSTANCES. It is the contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement.

1.13. PEST AND DISEASE CONTROL.

The contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. All pesticides shall be approved prior to application by the COR.

The contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

1.14. LOCATION FOR GARDENING SERVICES

All standard services are to be delivered on regular Post working days.

Location

- Washington compound
- Chicago compound(new)
- Vermont
- Rhode Island
- Utah
- New Orleans
- **Commissary**

Please see attached for sq m

2. WORKING HOURS

All work shall be performed during the period 7:00 AM to 5:00 PM Monday through Friday except for the holidays identified in the Addendum in Section 2. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.