

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE April 22, 2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY US Embassy Bogota Narcotics Affairs Section Carrera 45 #24B-27 Bogota, Colombia		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. SCO150-13-R-N010	
			9b. DATED (SEE ITEM 11) March 18, 2013	
			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</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> 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.)				
The purpose of this amendment is to amend the following sections of the solicitation:				
1) Section H.1 Bond Requirements 2) Section J List of Attachments to add Attachment 5 Soil Study 3) Section L.5.5.2 Volume 1: Price Proposal 4) Section L.8 Proposal Due Date				
See following pages for amended sections in full text.				
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 <i>Timothy P Farrell</i>	
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>T. Farrell</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>Apr 21, 2013</i>

H.1 BOND REQUIREMENTS

H.1.1 Bonds Required

Pursuant to Far 52.228-15 - "Performance and Payment Bonds – Construction", this is an International contract for which normal bonds under the Miller Act do not apply. Irrevocable Letters of Credit (ILOC) are the preferred security for this project. The Contractor shall furnish two ILOC's, one in the amount 20% of the contract price as a performance surety, and one in the amount of 20% of the contract price as a payment surety. Samples of ILOC sureties acceptable to the Government are shown in sample forms in **Attachment 4**.

Please itemize the cost of obtaining Irrevocable Letters of Credit (ILOC) on the required cost breakdown provided in Section J. Ensure you have fully priced the cost of the ILOC's in your fixed construction price because no price adjustment for ILOCs will be considered after award. This contract requires irrevocable letters of credit. **The Government may allow or consider use of retention (of 20% of the contract price) as a substitute for the payment bond.**

All policies which are stipulated for these works should be signed by the legal representative of the company. The policies should name the American Embassy, NIT 800.090.823-1, as the beneficiary. The full cost of all policies will be borne by the Contractor, who shall be required to submit the payment receipt for the respective premiums.

Any bonds and/or letters of credit submitted by the Contractor may be submitted in English or Spanish.

H.1.2 Time for Submission

The Contractor shall provide the bonds required by paragraph H.1.1 above within 15 calendar days after contract award. Failure to timely submit (1) the required bonds or other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction), which is included in Section I of this contract.

H.1.3 Coverage

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.1.4 Duration of Coverage

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. After final completion and acceptance, only the performance security shall remain in effect for one year in the amount of 20% of the contract price, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	Technical Specifications
Attachment 2	Bidding Charts (Bill of Quantities)
Attachment 3	Drawings
Attachment 4	4a – Sample Performance Letter of Credit 4b – Sample Payment Letter of Credit
Attachment 5	Soil Study (Estudio de Suelos para la Construcción de una Edificación de dos pisos – Escuela Naval de Cadetes Almirante Padilla, Informe E-409-2011 de MCO Constucciones)

L.5.5.2 Volume 1: PRICE PROPOSAL

- (a) **Standard Form (SF) 1442** - Complete blocks 14 through 20C of the SF 1442
- (b) **Section B** - Complete Sub-Section B.3
- (c) **Section J, Attachment 2, Bidding Charts** – Provide a comprehensive breakdown of the price proposal; the total of which shall match that of the firm fixed-price inserted in Sub-Section B.3. The breakdown shall encompass all applicable categories of construction services including, but not limited to, general requirements; site work; labor; materials; overhead and profit. Use the Bidding Charts provided in Section J to structure breakdown of pricing. Add additional lines to the form to reflect any additional materials, labor, or services required that are not already listed in the Bidding Charts as well as profit and overhead.

As part of the breakdown of price proposal, Contractor shall provide the following:

- (1) The cost of any letters of credit required
- (2) The cost being charged for insurance

- (3) The indirect cost of tracking the VAT payments and reimbursements (not the VAT itself) and the cost of any legal or consultant subcontracts expected to be incurred

This breakdown of the price proposal is to be used by the Government to identify possible proposal errors, possible misunderstanding of requirements, and to assist in determining fair prices (not quantities) on future modifications. Failure to breakdown these costs may result in your proposal being found technically unacceptable and removed from the competition without further discussion.

- (d) **Section K – Complete all of Section K** Representations, Certifications and other Statements of Offerors or Respondents
- (e) Provide proof of **SAM Registration**; see Section I.2 and proof of **DUNS number Registration** see Section L.9.

NOTE: If applicable, the Value Added Tax (VAT) shall be identified as a separate line item in Section B.3 and the Bidding Charts.

L.8 PROPOSAL DUE DATE

The proposals shall be delivered in a sealed package marked “Proposal **SCO150-13-R-N010**, no later than 2:00 pm local time May 14, 2013, to the following address:

**US Embassy Bogota - NAS
Susan Story, Contracting Officer
Carrera 45 #24B-27
Bogota, Colombia**

NOTE:No proposals will be accepted after the time specified above.