

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 	
2. AMENDMENT/MODIFICATION NO. Amendment 0001		3. EFFECTIVE DATE May 21, 2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE Department of State American Embassy General Services Office Bogota D. C., Colombia		7. ADMINISTERED BY (If other than Item 6) CODE Same as Block No. 6	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)		9a. AMENDMENT OF SOLICITATION NO. S-CO200-13-Q-0004		9b. DATED (SEE ITEM 11) May 3, 2013	
		X		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 checked="" 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> copy 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.</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>it+1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The solicitation is hereby amended as follows: Section 1 - The Schedule is amended to add/reflect Quality Assurance and Surveillance Plan (QASP); therefore, Section 1 – The Schedule is deleted in its entirety and the following is substituted in lieu thereof: The new updated “Section 1 – The Schedule” is attached (14 pages).					
Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER Carolyn A. Hightower		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED	

Attachment

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER S- *CO200-13-Q-0004*
PRICES, BLOCK 23

I. SCOPE OF SERVICES

Contractor shall provide a minimum of *one hundred fifty (150) room nights and Conference rooms with three capacity levels as described in Section One, paragraph B with forty (40) conference room days* and a maximum of *one thousand six hundred (1,600) room nights and four hundred (400) conference room days* in *Bogota, Colombia*. Upon request, and approval by the Contracting Officer, the hotel shall provide catering services for official working functions, as authorized by regulation or policy, and equipment, as well as VIP guest services, i.e. expedited registration, suites, etc. The U.S. Government reserves the right to book for lodging only or lodging and conference support services. Other contract services, i.e., equipment, catering and transportation, have been identified below; however, there is no minimum or maximum obligation for these services which will be requested by task order in conjunction with lodging and conference room services, as needed. Contract type will be indefinite delivery, indefinite quantity.

Lodging rooms shall include private bath, heating and air conditioning, and telephone, in hotel located in *Bogota, Colombia*. The Government shall be liable for the price of each room ordered but not used.

The contract will be for a one year period from the date of the contract award, with 2 (two) one-year (twelve month) options, for a grand total of three years (or 36 months).

II. BASE PERIOD. The period of performance will be from date of contract award and continuing for 12 months.

A. Hotel Rooms

Room Type	Number of rooms	Room/ Nights	Rate/night	VAT 16%	Insurance	Loaded Rate	Total Col P\$
Single	900	900					
Double	699	699					
VIP Suite	1	1					
TOTAL		1600				COP\$	

Note: Room rate shall be including breakfast and unlimited WiFi Internet access.

B. Conference Room

Room Type	Number of rooms	Room/Day	Rate/day	VAT 16%	Loaded Rate	Total Col P\$
Conference room for 45/60 pax	1	170				
Conference room for 20/25 pax	1	190				
Conference room for 6/10/15 pax	1	40				
TOTAL	3	400			COP\$	

C. Catering**

Catering	Qty / Day	Qty	Rate/day	VAT 8%	Loaded Rate	Total Col P\$
Coffee station*	1	200				
Refreshments	2	200				
Working Lunch including wait service	1	400				

***Each coffee station must accommodate a minimum of 20 people.**

**** Light refreshments must be non-alcoholic in nature.**

D. Equipment

Equipment ***	Qty/Day	Qty / Equipment	Rate/day	VAT 16%	Loaded Rate	Total Col P\$
Rent Video Beam	1	10				
Flipchart of 50 sheets	1	30				
Internet fees for dedicated service	1	30				
Fax and phone calls	1	30				

Printer and Copies (sheets) flat day rate	1	30				
Sound Amplifications, including speakers, microphones and wireless lapel microphones	1	40				

*****Specifications, i.e., days/hours, type, quantity, etc., regarding equipment rental will be provided in the task order.**

E. Transportation Service

Other Services	Qty / Day	Qty / service	Rate/ day	VAT 16%	Loaded Rate	Total Col P\$
Transportation Service (From Airport to Hotel and from Hotel to Airport).	10	10				
Transportation Service (training support).	10	10				

Note: One transportation service shall be provided between airport and hotel (to and from). Second transportation service shall be provided to support training activities hosted at the hotel. Transportation service will be within a ten (10) kilometers radius hotel area in the City of Bogota. Maximum transportation capability shall be for 20 people. Cost estimate should be quoted at the daily rate.

F. Parking Spaces

Hotel shall provide the US Government a minimum of five (5) parking spaces daily at no additional cost during the time that US Government is using hotel service. Hotel staff shall reserve parking spaces.

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of *one hundred fifty (150) room nights and Conference rooms with three capacity levels as described in Section One, paragraph B with forty (40) conference room days*. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed a maximum *one thousand six hundred (1,600) room nights and Conference rooms with three capacity levels with four hundred (400) conference room days*. This reflects the contract maximum for unscheduled services for this period of performance.

III. FIRST OPTION YEAR. The period of performance is from the expiration date of the base year and continuing for 12 months.

A. Hotel Rooms

Room Type	Number of rooms	Room/ Nights	Rate/night	VAT 16%	Insurance	Loaded Rate	Total Col P\$
Single	900	900					
Double	699	699					
VIP Suite	1	1					
TOTAL		1600	COP\$				

Note: Room rate shall be including breakfast and unlimited WiFi Internet access.

B. Conference Room

Room Type	Number of rooms	Room/ Day	Rate/ day	VAT 16%	Loaded Rate	Total Col P\$
Conference room for 45/60 pax	1	170				
Conference room for 20/25 pax	1	190				
Conference room for 6/10/15 pax	1	40				
TOTAL	3	400	COP\$			

C. Catering**

Catering	Qty / Day	Qty	Rate/ day	VAT 8%	Loaded Rate	Total Col P\$
Coffee station*	1	200				
Refreshments	2	200				

Working Lunch including wait service	1	400				
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**** Light refreshments must be non-alcoholic in nature.**

D. Equipment

Equipment ***	Qty/ Day	Qty / Equipment	Rate/ day	VAT 16%	Loaded Rate	Total Col P\$
Rent Video Beam	1	10				
Flipchart of 50 sheets	1	30				
Internet fees for dedicated service	1	30				
Fax and phone calls	1	30				
Printer and Copies (sheets) flat day rate	1	30				
Sound Amplifications, including speakers, microphones and wireless lapel microphones	1	40				

*****Specifications, i.e., days/hours, type, quantity, etc., regarding equipment rental will be provided in the task order.**

E. Transportation Service

Other Services	Qty / Day	Qty / service	Rate/ day	VAT 16%	Loaded Rate	Total Col P\$
Transportation Service (From Airport to Hotel and from Hotel to Airport).	10	10				
Transportation Service (training support).	10	10				

Note: One transportation service shall be provided between airport and hotel (to and from).

Second transportation service shall be provided to support training activities hosted at the hotel. Transportation service will be within a ten (10) kilometers radius hotel area in the City of Bogota. Maximum transportation capability shall be for 20 people. Cost estimate should be quoted at the daily rate.

F. Parking Spaces

Hotel shall provide the US Government a minimum of five (5) parking spaces daily at no additional cost during the time that US Government is using hotel service; it can be lodging or conference room service. Hotel staff shall reserved parking spaces.

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of *one hundred fifty (150) room nights and Conference rooms with three capacity levels as described in Section One, paragraph B with forty (40) conference room days.* This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed a maximum *one thousand six hundred (1,600) room nights and Conference rooms with three capacity levels with four hundred (400) conference room days.* This reflects the contract maximum for unscheduled services for this period of performance.

IV. **SECOND OPTION YEAR.** The period of performance is from the expiration date of the first option year, and continuing for next 12 months.

A. Hotel Rooms

Room Type	Number of rooms	Room/ Nights	Rate/night	VAT 16%	Insurance	Loaded Rate	Total Col P\$
Single	900	900					
Double	699	699					
VIP Suite	1	1					
TOTAL		1600	COP\$				

Note: Room rate shall be including breakfast and unlimited WiFi Internet access.

B. Conference Room

Room Type	Number of rooms	Room/Day	Rate/day	VAT 16%	Loaded Rate	Total Col P\$
Conference room for 45/60 pax	1	170				
Conference room for 20/25 pax	1	190				
Conference room for 6/10/15 pax	1	40				
TOTAL	3	400			COP\$	

C. Catering**

Catering	Qty / Day	Qty	Rate/day	VAT 8%	Loaded Rate	Total Col P\$
Coffee station*	1	200				
Refreshments	2	200				
Working Lunch including wait service	1	400				

*Each coffee station must accommodate a minimum of 20 people.

** Light refreshments must be non-alcoholic in nature.

D. Equipment

Equipment***	Qty	Qty / Equipment	Rate/day	VAT 16%	Loaded Rate	Total Col P\$
Rent Video Beam	1	10				
Flipchart of 50 sheets	1	30				
Internet fees for dedicated service	1	30				
Fax and phone calls	1	30				

Printer and Copies (sheets) flat day rate	1	30				
Sound Amplifications, including speakers, microphones and wireless lapel microphones	1	40				

*****Specifications, i.e., days/hours, type, quantity, etc., regarding equipment rental will be provided in the task order.**

E. Transportation Service

Other Services	Qty / Day	Qty / service	Rate/ day	VAT 16%	Loaded Rate	Total Col P\$
Transportation Service (From Airport to Hotel and from Hotel to Airport).	10	10				
Transportation Service (training support).	10	10				

Note: One transportation service shall be provided between airport and hotel (to and from). Second transportation service shall be provided to support training activities hosted at the hotel. Transportation service will be within a ten (10) kilometers radius hotel area in the City of Bogota. Maximum transportation capability shall be for 20 people. Cost estimate should be quoted at the daily rate.

F. Parking Spaces

Hotel shall provide the US Government a minimum of five (5) parking spaces daily at no additional cost during the time that we US Government is using hotel service; it can be lodging or conference room service. Hotel staff shall be aware of the reserved parking spaces.

Total Price for Base Year: Col P\$ _____

Total Price for Option Year 1: Col P\$ _____

Total Price for Option Year 2: Col P\$ _____

Grand Total of Base Year plus all Option Years including IVA COP\$ _____

*Estimated number of rooms is for evaluation purposes only.

CONTINUATION TO SF-1449
RFQ NUMBER *S-CO200-13-Q-0004*
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

U.S. Embassy Bogota is soliciting for lodging and conference support services. Conference attendees are not limited to U.S. Government Personnel.

Contractor shall provide a minimum of *one hundred fifty (150) room nights* and conference rooms with three capacity levels with *forty (40) conference room days* and a maximum of *one thousand six hundred (1,600) room nights* and *four hundred (400) conference room days* in the City of *Bogota, Colombia*. The U.S. Government reserves the right to book lodging rooms only, or a combination of lodging and conference support services. Other services, i.e., equipment, catering for official working functions, as authorized by regulation or policy, and transportation, have been identified above. There is no minimum or maximum obligation for these services which will be requested by task order in conjunction with lodging and conference room services, as needed. Contract type will be indefinite delivery, indefinite quantity that may result in multiple contract awards to multiple vendors. Prospective bidders should be aware that in the event that multiple awards are made, the quantities identified above represent the total commitment which will be rotated among the selected vendors based upon availability and ability to meet the specific quantities needed, and to provide fair opportunity to each selected vendor participating in this procurement action, as prescribed in FAR 16.504 (c).

Non-Smoking Rooms

All rooms provided under this contract shall be non-smoking. Guest desiring smoking rooms shall make request(s) prior to check-in and rooms shall be provided as available.

Parking Spaces: The contractor will provide the US Government a minimum of five (5) parking spaces daily, at no additional cost during the time that US Government is using hotel service. Hotel staff shall reserved parking spaces.

Hotel Shuttle Service: Complimentary airport shuttle service will be provided for guests arriving/departing from Bogota Airport. Shuttle service should be able to accommodate up to 20 passengers as well as 1 to 2 pieces of baggage per individual. The contractor will provide the US Government shuttle service at no additional cost.

Responsibility of traveler:

The traveler shall pay for any additional item and/or service not specified/included under this IDIQ contract, including but not limited to: Room service, meals, beverages, dry cleaning, laundry, local and international phone calls, spa services, parking, not included in the complimentary parking, and internet service in sleeping rooms, etc. U.S. Government is not responsible for mini-bar usage by hotel guest, including usage in VIP suites. It is incumbent upon the hotel to secure payment from the individual travelers prior to departure. The hotel shall secure a credit card authorization upon arrival of all travelers to

cover expenses not covered by the contract. The Hotel staff shall inform guest during check-in which services are not covered by the contract. Charges not covered by the contract have to be resolved between the guest and the hotel.

Responsibility of the US Government:

The US Government will only pay for lodging services, conference room and equipment, and catering for authorized official functions, as specified in the task orders, and other services specified under this contract. Any additional services must be paid by traveler, unless authorized by a Contracting Officer in writing, in advance.

Early Check-In and Late Check:

Hotel may grant early check-in and late check-out upon request; provided that an oral/written request shall be provided at least twenty-four (24) hours in advance; based on availability and hotel occupancy.

Express/VIP Guest Registration: The hotel shall provide a separate, expedited VIP guest registration arrangements, upon request. The U.S. Government shall provide a VIP guest lists to facilitate expedited registration.

Special Lodging Requests:

Special lodging request may take place at any time. The Hotel shall respond to the Contracting Officer or the Contracting Officer's Representative (either oral/written) within twenty-four (24) hours to confirm the special lodging request. Special lodging shall include handicap accessibility and support.

The hotel shall respond to inquiries for lodging or conference service within the time frames indicated or the services will be offered to the next lower, technically acceptable proposal. If the Hotel Manager is not available to authorize the reservations, someone at the hotel shall be appointed as an alternate with this authority.

Cancellation Policy:

Whenever possible, a week advance notice will be provided in the case of cancellations. However, the US Government reserves the right to cancel or change reservations 24 hours in advance without incurring any penalty or cost of cancellation.

Task Orders: Task Orders under this contract shall contain the following information:

- (a) Name of contractor
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Number of Rooms

- (f) Any other costs or special services authorized by the Contracting Officer
- (g) Unit price, and
- (h) Total price
- (i) Contracting Officer signature on task order if the task order exceeds US\$3,000.00, and
- (j) Contracting Officer's Representative signature if the task order does not exceed US\$3,000.00

The Contracting Officer may place orders orally, telephonically, by facsimile, or in writing. Oral orders shall be confirmed in writing within three calendar days. The contractor shall provide no rooms without an order issued by the Contracting Officer or the Contracting Officer's Representative (COR), if the order is for an amount under USD\$3,000.

If more than one contractor has received an award, the following procedures shall govern regarding issuance of individual task orders. The contractor shall provide no rooms without an order issued by the Contracting Officer.

- (1) The Government will develop a price estimate. If the estimate does not exceed US\$3000, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$3000, the Government will follow the procedures in paragraph (3) below.
- (2) Orders not exceeding US\$3000 - The Government will select a contractor for issuance of the order on a rotating basis. This decision will be based on the Government's best interests, that may include factors such as price, past performance, and unique qualifications which meet the level of quality required.
- (3) Orders exceeding US\$3000 - Unless one of the exceptions in paragraph (4) below applies, the Government will:
 - (a) Make its award based on comparisons of price, past performance, and unique qualifications which meet the level of quality required to meet the Government's security and logistical requirements. Award will be made to the lowest priced, technically acceptable hotel. Task Orders will be individually competed each time.
 - (b) Regardless of whether the procedures in paragraph (1) or (2) above were followed, selection of contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. However, the Department of State does have an Acquisition Ombudsman who will review complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.

- (4) Exceptions to the procedures in paragraph (3) above:
- (a) The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays;
 - (b) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
 - (c) It is necessary to place an order to satisfy a minimum guarantee.

Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective 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 conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<p><u>Services.</u> Performs all hotel services set forth in the performance work statement (PWS)</p> <ul style="list-style-type: none"> ■ The contractor shall make available the quantity and types of rooms specified in the contract, upon request with 3 days advance notice ■ The contractor shall provide the required services, in addition to lodging, upon request. Failure to be able to provide both the lodging and services, i.e., equipment, transportation support, VIP registration, etc. requirements will result in the contractor being rotated out of the competition for a specific task 	<p>Section 1</p>	<p>All required services are performed and no more than one (1) customer complaint is received per month</p>

<ul style="list-style-type: none"> ■ The contractor shall prepare and submit complete and accurate invoices within 14 business days of the event ■ The contractor shall receive no more than 2 complaints ■ The contractor shall respond to any complaints within 1 business day upon notification ■ The contractor shall receive approval from the Contracting Officer prior to making any changes in requirements. 		
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11.1 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.

11.2 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), if any of the services exceed the standard.

11.3 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.