

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE 1 OF 1 PAGES</b>	
<b>2. AMENDMENT/MODIFICATION NO.</b> A003		<b>3. EFFECTIVE DATE</b> June 24, 2013		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
<b>5. PROJECT NO. (If applicable)</b>		<b>6. ISSUED BY</b> US Embassy Bogota International Narcotics and Law Enforcement (INL) Section Carrera 45 #24B-27 Bogota, Colombia		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)</b>		<b>9a. AMENDMENT OF SOLICITATION NO.</b> SCO150-13-R-N014		<b>9b. DATED (SEE ITEM 11)</b> June 11, 2013	
		<b>10a. MODIFICATION OF CONTRACT/ORDER NO.</b>		<b>10b. DATED (SEE ITEM 13)</b>	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>[ X ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] 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><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 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>					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> NOT APPLICABLE					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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)					
<b>E. IMPORTANT:</b> Contractor [ X ] is not, [ ] is required to sign this document and return <u>  N/A  </u> copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  <b>The solicitation is amended as described in Attachment A which follows.</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.					
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>			<b>16A. NAME OF CONTRACTING OFFICER</b> Robert A. Lindquist		
<b>15B. NAME OF CONTRACTOR/OFFEROR</b>  BY _____ (Signature of person authorized to sign)		<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b> BY <i>Robert A. Lindquist</i> (Signature of Contracting Officer)		<b>16C. DATE SIGNED</b> June 24, 2013

**ATTACHMENT A**

**Amendment A003  
To Solicitation No. SCO150-13-R-N014  
Construction of Radar Towers**

The solicitation is hereby amended as follows:

**I. CONTRACT PRICE:**

**Section B.3 (Contract Price) is deleted in its entirety and replaced by the following:**

**B.3 CONTRACT PRICE**

**B.3.1 Base Contract.**

The Contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the firm fixed-price indicated below and within the time specified herein. This price shall include all labor, materials, and insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance (which shall not be a direct reimbursement), profit, and if applicable, value added tax (VAT), and Defense Base Act (DBA) insurance. Any costs not separately priced will be considered to be included in the overhead and other indirect costs.

**A. BASE CONTRACT:**

CLIN	DESCRIPTION	PRICE
0001	Construction of metallic radar tower Bahia Solano – standalone metallic tower with concrete foundation and pre-fabricated shelter - as per Statement of Work, see Section C, Specifications and Drawings, see section J, including all labor, materials, equipment, services, overhead, other indirect costs, costs for insurance (other than DBA), bonds, and profit.	\$
0002	Construction of metallic radar tower Pizarro – standalone metallic tower with concrete foundation and pre-fabricated shelter - as per Statement of Work, see Section C, Specifications and Drawings, see section J, including all labor, materials, equipment, services, overhead, other indirect costs, costs for insurance (other than DBA), bonds, and profit.	\$
0003 **	Transportation Options 1, 2, and 3 (Insurance Only).	\$
0004	Value Added Tax (IVA Tax); (See Section B.4)	\$
0005	Defense Base Act Insurance (DBA): (If required; see Section B.5 and Section I)	\$

**TOTAL (BASE CONTRACT):**

**\$** \_\_\_\_\_

\*\* The contractor shall be responsible for the cost of insurance for the transportation services included as priced options in Section B.3.2 below, regardless of whether the services are provided by the contractor or COLNAV. That is, the contractor shall pay the cost of the insurance, even if the options in B.3.2 below are not exercised under the contract. The total cost of the insurance (for all three transportation options) shall be included as CLIN 0003 in the above price for the Base Contract.

**B.3.2 Priced Options.**

The contractor shall provide pricing for Transportation Options 1 through 3, described in Items B through D below. Should the Government exercise one or more of the transportation options, the services shall be provided at the firm-fixed price indicated for each of the options below. This price shall include all labor, materials, profit, and if applicable, value added tax (VAT). Any costs not separately priced will be considered to be included in the overhead and other indirect costs.

**B. TRANSPORTATION OPTION 1:**

CLIN	DESCRIPTION	PRICE
0001A	Transportation Option 1 – Bahia Solano Port – Project Site (Cerro Mutis), see Section J Attachment 1 Section 3.01 Transportation and Logistics.	\$
0002A	Value Added Tax (IVA Tax); (See Section B.4)	\$

**TOTAL (TRANSPORTATION OPTION 1):** \$ \_\_\_\_\_

**C. TRANSPORTATION OPTION 2:**

CLIN	DESCRIPTION	PRICE
0001B	Transportation Option 2 – Buenaventura – Bahia Solano, see Section J Attachment 1 Section 3.01 Transportation and Logistics.	\$
0002B	Value Added Tax (IVA Tax); (See Section B.4)	\$

**TOTAL (TRANSPORTATION OPTION 2):** \$ \_\_\_\_\_

**D. TRANSPORTATION OPTION 3:**

CLIN	DESCRIPTION	PRICE
0001C	Transportation Option 3 – Buenaventura – Pizarro, see Section J Attachment 1 Section 3.01 Transportation and Logistics.	\$
0002C	Value Added Tax (IVA Tax); (See Section B.4)	\$

**TOTAL (TRANSPORTATION OPTION 3):** \$ \_\_\_\_\_

The following Federal Acquisition Regulation (FAR) Clause applies to the three transportation options in B through D above:

FAR 52.217-7 Option for Increased Quantity—Separately Priced Line Item (MAR 1989).

The Government may require the delivery of the numbered line items, identified in the Schedule as optional items, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract. Delivery of added items shall be at the firm-fixed prices established for the options under the contract.

**B.3.3 Total Estimated Contract Price.**

The total estimated contact price below includes the Base Contract Price (from B.3.1) and the Transportation Option Prices (from B.3.2).

SECTION	DESCRIPTION	PRICE
A	BASE CONTRACT	\$
B	TRANSPORTATION OPTION 1	\$
C	TRANSPORTATION OPTION 2	\$
D	TRANSPORTATION OPTION 3	\$

**TOTAL ESTIMATED CONTRACT PRICE:** \$ \_\_\_\_\_

The total Estimated Contract Price will be used for the purpose of evaluating proposals, even if the priced options are not exercised under the contract. The following FAR Provision is incorporated into the solicitation:

**FAR 52.217-5 Evaluation of Options (JULY 1990).**

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## **II. DUE DATE FOR QUESTIONS:**

The due date for contractor questions is revised to Tuesday, July 9, 2013 (by COB). Questions should be sent to Robert Lindquist by e-mail ([LindquistRA@state.gov](mailto:LindquistRA@state.gov)).

## **III. PERFORMANCE AND PAYMENT BONDS:**

The following additional information is provided for the Performance and Payment Bond requirements specified in Section H:

As required by H.1.1, 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 10% of the contract price as a payment surety.

For the purpose of calculating the bond amounts, the contract price is considered as only the Base Contract amount (Item B.3.1 of Section B). That is, the contract price used for determining the bond amounts should not include the Priced Options in B.3.2.

## **IV. SITE SUPERINTENDANT:**

Sub-Section H.7 (Language Proficiency) is revised as follows:

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor," shall have a sufficient understanding of English to be able to work with an English set of drawings and specifications and to be able to understand drawing notes and details which are written in English.

## **V. ZONING APPROVALS AND BUILDING PERMITS:**

Sub-Section H.20 (Zoning Approvals and Building Permits) is revised as follows:

COLNAV will be responsible for obtaining proper zoning and/or other land use control approval for the project, as well as any building permits that may be required. The contractor will only be responsible for assuring that any required permits have been obtained before commencing with any construction that requires approvals and/or permits.