

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. _____ 1. CONTRACT ID CODE _____ PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. A00001 3. EFFECTIVE DATE 12/18/2012 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO.(If applicable) 463-12-120

6. ISSUED BY CODE 648 7. ADMINISTERED BY (If other than Item 6) CODE Y
 Department of Veterans Affairs
 Network Contracting Office 20
 5115 NE 82nd Ave, Suite 102
 Vancouver WA 98662

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
To all Offerors/Bidders

(X) 9A. AMENDMENT OF SOLICITATION NO. VA260-12-Q-1703
 9B. DATED (SEE ITEM 11) 12-18-2012
 X
 10A. MODIFICATION OF CONTRACT/ORDER NO. _____
 10B. DATED (SEE ITEM 13) _____

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 _____ 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.

(X) 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 is not, is required to sign this document and return one 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 answer vendor questions and to add FAR Clause 52.228-13. (See 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 AND TITLE OF CONTRACTING OFFICER (Type or print) _____
 15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA _____ 16C. DATE SIGNED _____
 (Signature of person authorized to sign) BY _____ (Signature of Contracting Officer)

CONTINUATION PAGE

a. FAR 52.228-13 is hereby incorporated into the solicitation:

52.228-13 -- Alternative Payment Protections.

(a) The Contractor shall submit one of the following payment protections:

- Irrevocable Letter of Credit
- Payment Bond

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

b. Questions/Answers:

1. Question: For the Seed Task Order #1, Granite & Grout Enhancement and Replacement at Anchorage, the Statement of Work, Page 2 of 3, Paragraph 3.2 states that a detailed fee proposal and proposed completion schedule listing line items found in Paragraph 1.2 shall be submitted. Is this required to be submitted with the MATOC Seed Task Order Price Proposal, or is this intended to be a post-award submittal? Answer: Section 3.2 of the Statement of Work refers to post-award.

2. Question: Reference: Exhibit 1 Price Schedule (RFQ VA260-12-Q-1703) Page 11 of 66 of the RFP states, we are to provide, "4) Alternate Payment Protection". Can you please confirm that a bid guarantee (bid bond), will meet this requirement? Answer: Reference FAR Clause 52.228-13, Alternative Payment Protection, acceptable payment protections are: Payment Bond or Irrevocable Letter of Credit.