

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 0010	3. EFFECTIVE DATE 19-Jul-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278	CODE N62470	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N62470-15-R-5020	
		X	9B. DATED (SEE ITEM 11) 13-Nov-2015	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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.				
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.) N62470-15-R-5020 HANGARS SIGONELLA, ITALY See Continuation Page				
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)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 19-Jul-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0010**N62470-15-R-5020**

Amendment 0010 is issued to provide the following:

1. Provide Site Visit Roster
2. Revise Section 00100 – Bidding Schedule/Instructions to Bidders, Section 9 – PERFORMANCE GUARANTEE/BOND
3. Revise Section 00100, CERTIFICATE OF CLASSIFICATION
4. Revise Section 00100, Item 5 ANTI-MAFIA LAW

Revise Section 00100 – Bidding Schedule/Instructions to Bidders, Section 9 – PERFORMANCE GUARANTEE/BOND

FROM:

This contract requires a Performance Bond in accordance with FAR 52.228-15; however, in lieu of a Performance Bond, offerors may provide a 10% Performance Guarantee through an approved surety under the United States Treasury Department Circular 570.

Performance Guarantee:

1. The Offeror, whose offer/proposal is accepted, shall provide a notarized letter of performance guarantee within ten (10) days after the contract forms are presented to the offeror for signature. If the offeror fails to provide a performance guarantee within ten (10) days, the contract may be terminated for default. In such event, the Offeror shall be liable for any cost of re-procuring the work which exceeds the amount of his offer.

The letter of performance guarantee shall be accompanied by a notarized document authenticating the financial institution's authority to sign the letter. The letter of performance guarantee shall also be accompanied by an English translation, as needed.

A cashier's check in the amount of ten percent (10%) of the contract price shall be deposited into a properly certified banking institution. The certified banking institution shall then issue an irrevocable letter of performance guarantee which guarantees the payment of the amount deposited plus any applicable interest, to the United States Government, upon demand by the Contracting Officer. The Contracting Officer may demand payment if the Contractor fails to comply with the terms and conditions of the contract, or does not fulfill its undertaking in whole or in part. Payment to the Contracting Officer would be by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command Atlantic."

The performance guarantee shall take effect upon the date of signature of the letter and shall remain valid and irrevocable until one (1) year after the work has been finally inspected and accepted by the Government.

SAMPLE OF LETTER OF PERFORMANCE GUARANTEE ISSUED BY A BANK

The Government will accept as valid a Performance Guarantee conforming to these requirements.

BANK LETTERHEAD

Date _____

To: Contracting Office United States of America

U.S. Department of Navy

Naval Facilities Engineering Command Atlantic

6506 Hampton Blvd

Norfolk VA 23508-1278

Attention: Contracting Officer

This is a letter of performance guarantee. I/We, the undersigned, acting as the duly authorized representative(s) of the Bank, declare that the Bank hereby guarantees and is jointly and severally liable as guarantor with the Contractor named below to effect payment to the Contracting Office that issued the contract stated below, by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command Atlantic," within five (5) calendar days after receipt of a simple written request by registered mail, return receipt, in amount up to sum of (Amount equal to ten (10%) percent of the contract amount in the currency stated in the contract), which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory completion and timely performance of the work under Contract No. (insert contract number) for (insert description of services and location), in strict compliance with the terms, conditions and specifications of said contract entered into between the United States of America by the U.S. Department of Navy, Naval Facilities Engineering Command Atlantic and the Contractor (insert name of Contractor) on (insert contract date), plus legal interest to be calculated from the date of receipt of the registered letter of request by the Contracting Officer to the date of actual payment, without any need for the Contracting Officer to take any legal action or obtain the prior consent of the Contractor, or for any other proof, action or decision by any other authority. The request by the Contracting Officer shall simply inform the Bank that the Contractor failed to comply with the terms and conditions of the contract, or did not fulfill his undertaking in whole or in part.

I/We agree and consent that said contract may be modified by change order or supplemental agreement affecting the amount or the period of performance of the contract without prior consent of the Bank and without affecting the validity of this guarantee; provided, however, that the amount of this guarantee shall remain unchanged.

This letter of performance guarantee will continue in effect without change in amount or terms until one year after the work has been finally accepted by the Government through its Contracting Officer's legal representative.

(BANK NAME & ADDRESS)

(CONTRACTOR NAME & ADDRESS)

Signed by: _____

Signed by: _____

(Typed name)

(Typed name)

(Title)

(Title)

(This Performance Guarantee shall be accompanied by a notarized document authenticating the bank agent's authority to sign the letter of performance guarantee for the bank company.)

TO:

~~This contract requires a Performance Bond in accordance with FAR 52.228-15; however, in lieu of a Performance Bond, offerors may provide a 10% Performance Guarantee through an approved surety under the United States Treasury Department Circular 570.~~

~~Performance Guarantee:~~

~~1. The Offeror, whose offer/proposal is accepted, shall provide a notarized letter of performance guarantee within ten (10) days after the contract forms are presented to the offeror for signature. If the offeror fails to provide a performance guarantee within ten (10) days, the contract may be terminated for default. In such event, the Offeror shall be liable for any cost of re-procuring the work which exceeds the amount of his offer.~~

~~The letter of performance guarantee shall be accompanied by a notarized document authenticating the financial institution's authority to sign the letter. The letter of performance guarantee shall also be accompanied by an English translation, as needed.~~

~~A cashier's check in the amount of ten percent (10%) of the contract price shall be deposited into a properly certified banking institution. The certified banking institution shall then issue an irrevocable letter of performance guarantee which guarantees the payment of the amount deposited plus any applicable interest, to the United States Government, upon demand by the Contracting Officer. The Contracting Officer may demand payment if the Contractor fails to comply with the terms and conditions of the contract, or does not fulfill its undertaking in whole or in part. Payment to the Contracting Officer would be by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command Atlantic."~~

~~The performance guarantee shall take effect upon the date of signature of the letter and shall remain valid and irrevocable until one (1) year after the work has been finally inspected and accepted by the Government.~~

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The Government will accept as valid a Performance Guarantee conforming to these requirements.

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Date _____

To: Contracting Office United States of America

U.S. Department of Navy

Naval Facilities Engineering Command Atlantic

6506 Hampton Blvd

Norfolk VA 23508-1278

Attention: Contracting Officer

This is a letter of performance guarantee. I/We, the undersigned, acting as the duly authorized representative(s) of the Bank, declare that the Bank hereby guarantees and is jointly and severally liable as guarantor with the Contractor named below to effect payment to the Contracting Office that issued the contract stated below, by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command Europe Africa Southwest Asia," within five (5) calendar days after receipt of a simple written request by registered mail, return receipt, in amount up to sum of (Amount equal to ten (10%) percent of the contract amount in the currency stated in the contract), which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory completion and timely performance of the work under Contract No. (insert contract number) for (insert description of services and location), in strict compliance with the terms, conditions and specifications of said contract entered into between the United States of America by the U.S. Department of Navy, Naval Facilities Engineering Command Europe Africa Southwest Asia and the Contractor (insert name of Contractor) on (insert contract date), plus legal interest to be calculated from the date of receipt of the registered letter of request by the Contracting Officer to the date of actual payment, without any need for the Contracting Officer to take any legal action or obtain the prior consent of the Contractor, or for any other proof, action or decision by any other authority. The request by the Contracting Officer shall simply inform the Bank that the Contractor failed to comply with the terms and conditions of the contract, or did not fulfill his undertaking in whole or in part.

I/We agree and consent that said contract may be modified by change order or supplemental agreement affecting the amount or the period of performance of the contract without prior consent of the Bank and without affecting the validity of this guarantee; provided, however, that the amount of this guarantee shall remain unchanged.

This letter of performance guarantee will continue in effect without change in amount or terms until one year after the work has been finally accepted by the Government through its Contracting Officer's legal representative.

(BANK NAME & ADDRESS)

(CONTRACTOR NAME & ADDRESS)

Signed by: _____

Signed by: _____

(Typed name)

(Typed name)

(Title)

(Title)

(This Performance Guarantee shall be accompanied by a notarized document authenticating the bank agent's authority to sign the letter of performance guarantee for the bank company.)



Revise Section 00100, CERTIFICATE OF CLASSIFICATION

FROM:

Debarment from Award:

As required by article 75 of DPR 554 and DPR 412/2000, Contractors cannot bid if they have a history of, or there is an existing question relative to:

- Bankruptcy
- Pending Charges
- Final Penal Judgment for moral and/or professional misconduct
- Breach of use of unauthorized subcontractors, i.e. anti-trust laws
- Breach of safety / security or labor regulations
- Serious malpractice or negligence
- Tax payments violations
- False or fraudulent representations in prior solicitations

Contractor must submit extract from criminal record or affidavits released by the local court of Contractor's residence.

Contracting Officer shall review Contractors' certifications for compliance. Firms who obtained SOA certification are listed in the SOA website. Not submitting the additional documentation is treated as a responsiveness issue. Contracting Officer shall ensure that the contract provisions stipulate that the contract may be terminated for default if it is discovered after award that the Contractor failed to meet the certification requirements of D.P.R. n. 34, or art 75 of DPR 554, and DPR 412/2000.

TO THE FOLLOWING:

DEBARMENT FROM AWARD

Offeror and named Subcontractors, or companies forming the JV, must submit a self-declaration with reference to the D.P.R. No. 445/2000, reporting the possession of the general requirement as listed in the art. 38 – points from a) to m-quarter) – of D.Lgs. No. 163/2006.

Offerors and/or subcontractors cannot bid if they have a history of, or there is an existing question relative to:

- Bankruptcy
- Pending Charges
- Final Penal Judgment for moral and/or professional misconduct
- Breach of use of unauthorized subcontractors, i.e. anti-trust laws
- Breach of safety / security or labor regulations
- Serious malpractice or negligence
- Tax payments violations

- False or fraudulent representations in prior solicitations

All bidding named company must also submit self-declaration with reference to the D.P.R. No. 445/2000, reporting if any criminal record or affidavits released is present in the local court of the Offeror's residence.

GOVERNEMENT REVIEW

The Contracting Officer shall review the Offeror's certifications for compliance.

Submitted SOAs certificates shall be issued by an authorized companies listed on the portal of Anti-corruption Authority – Autorita' Nazionale AntiCorruzione (ENAC) - <http://elencosoa.avcp.it/public/>.

During the bid process, as per art. 74 comma 6 of D.Lgs. 163/2006, Contracting Officer may request additional information in order to verify what self-declared by the Offerors.

After the bid process, once the best offeror Firm has been selected, and prior of the contract award, it is in the power of the Contracting Officer, to request a full evidence of what the Firm self-declared during the bid process.

Not submitting the additional requested documentation is treated as unresponsiveness.

If selected Offeror failed to meet the certification requirements, as per art. 75 comma 6 of D.Lgs. 163/2006, Government may decide, at its sole discretion, that no award will be made to said offeror.

Revise Section 00100, Item 5 ANTI-MAFIA LAW

FROM:

ANTI-MAFIA LAW

Pre-Award Effect of Anti-Mafia Procedures:

In as much as the work of this solicitation is to be performed on land owned by the Italian State, the prospective contractor will be subject to all Italian legislation concerning anti-mafia documentation, including, without limitation: Legislative Decree no. 159 of September 6, 2011, Decree of the President of the Republic no. 252 of June 3, 1998, Legislative Decree no. 490 of August 8, 1994, Law Decree No. 629 of September 6, 1982, and any subsequent anti-mafia laws, integrations and amendments.

Only firms that submit the requested documentation will be considered for award. In the event that prior to award any mafia infiltration attempt is determined by the competent Prefect (Prefetto) against an offeror, pursuant to Art. 4 of Legislative Decree no. 490/1994, Art. 10 of Decree of the President of the Republic no. 252/1998, or any other anti-mafia law, no award will be made to said offeror.

Furthermore, in the event that prior to award any additional information against an offeror is obtained and validated by the government or provided by the competent Prefect (Prefetto) pursuant to Art. 1, Section 7 of Law decree 629/1982, Art. 10, paragraph 9, of Decree of the President of the Republic no. 252/1998, or any other anti-mafia law, the Government may decide, at its sole discretion, that no award will be made to said offeror.

Subcontractors: ALSO, the Offeror is responsible for complying with Italian Anti-Mafia laws with respect to its subcontractors; and, if necessary, requesting additional information regarding attempts of mafia infiltration from a competent Prefect (Prefetto). The Offeror agrees to provide the Government any appropriate documentation that may indicate mafia-collusion, to include, if available, results of any Prefect (Prefetto) investigations. If after award, a competent Prefect (Prefetto) determines that mafia infiltration attempts have occurred with a subcontractor, then

the Offeror agrees, if requested by the Government, to promptly terminate the subject subcontract and replace the mafia-colluded subcontractor at its own cost with a compliant company.

Termination: If during the life of this contract, any mafia infiltration attempt is determined by the Government to have occurred or additional information is provided by the Prefect (Prefetto) against any component of the Contractor or any Subcontractor, pursuant to Art. 1, Section 7 of Law Decree 629/1982, Art 4 of Legislative Decree no. 490/1994, Art. 10 of Decree of the President of the Republic no. 252/1998, or any other anti-mafia law, the Government at its sole discretion may consider this a failure to execute the work and may terminate the contractor's right to proceed with the work under the "Default" clause of this contract.

Documentation Requirements: Contractor shall submit the following:

The offeror SHALL include a "self-declaration" in accordance with DPR 445/2000, stating that "pursuant to any applicable anti-mafia law in force, none of the causes of forfeiture, suspension or prohibition set forth by Art. 67 of the Code exist with regard to all the persons involved in the subject contract."

This documentation is to be included in your Price Proposal.

TO THE FOLLOWING:

ANTI-MAFIA LAW

The Offeror (Prime or all companies forming the JV), including the proposed subcontractors, if any, is responsible for complying with Italian Anti-Mafia Code as per Legislative Decree No. 159/2011.

In application of art. 96 of Legislative Decree No. 159/2011, Contracting Officer shall consult the Italian Interior Ministry Database in order to verify the integrity of the Offeror in accordance with the art. 67 of Legislative Decree no. 159/2011. Therefore, to allow Contracting Officer to input the correct data in the portal, Offerors shall submit a self-declaration with reference to the D.P.R. No. 445/2000, reporting all information required by the ministerial portal system.

In details, but not limited to, the Offeror is responsible to submit, for its company and its subcontractors firms, C.C.I.A.A. certificates inclusive of the anti-mafia "nulla osta" statement in accordance with Art. 67 of Legislative Decree no. 159/2011; and, if necessary, requesting additional information regarding attempts of mafia infiltration from a competent Prefect (Prefetto).

If available, include the "Certificato di Iscrizione alla Camera di Commercio" - Original, unexpired and not older than SIX (6) months old from the date of proposal submission from the Chamber of Commerce Certificate of Membership (Certificato di Iscrizione alla Camera di Commercio) inclusive of the Anti-Mafia Nulla Osta statement reading: "Nulla osta ai fini dell'articolo 67 del Decreto legislativo n. 159 del 6 settembre 2011 (gia Art. 10 della legge 31 maggio 1965, n 575) e successive modificazioni. La presente certificazione è emessa dalla C.C.I.A.A. utilizzando il collegamento telematico con il sistema informativo utilizzato dalla prefettura di Roma.

If the offeror has attempted and is unable to obtain the certificate from the Chamber of Commerce, please include an explanation why not, along with official correspondence from the Chamber of Commerce, if available. In addition, the offeror SHALL also include a "self-declaration" stating that "pursuant to D.P.R. 445/2000, declaring that for all the persons involved none of the causes of forfeiture, suspension or prohibition set for by Art. 67 of the Code exist."

Pre-Award Effect of Anti-Mafia Procedures:

In as much as the work of this solicitation is to be performed on land owned by the Italian State, the prospective contractor will be subject to Italian legislation concerning anti-mafia documentation, including, without limitation: Legislative Decree no. 159 of September 6, 2011, Decree of the President of the Republic no. 252 of June 3, 1998, Legislative Decree no. 490 of August 8, 1994 and Law Decree No. 629 of September 6, 1982, and subsequent integrations and amendments.

Only firms that submit the requested documentation will be considered for award. In the event that prior to award any mafia infiltration attempt is determined by the competent Prefect (Prefetto) against an offeror, pursuant to Art. 4 of Legislative Decree no. 490/1994 and Art. 10 of Decree of the President of the Republic no. 252/1998, no award will be made to said offeror.

Furthermore, in the event that prior to award any additional information against an offeror is provided by the competent Prefect (Prefetto) pursuant to Art. 1, Section 7 of Law decree 629/1982 and Art. 10, paragraph 9, of Decree of the President of the Republic no. 252/1998, the Government may decide, at its sole discretion, that no award will be made to said offeror.

Termination Under Decree of the President of the Republic no. 252/1998:

If during the life of this contract, any mafia infiltration attempt is determined by the Prefect (Prefetto) against any component of the Contractor or any Subcontractor, pursuant to Art 4 of Legislative Decree no. 490/1994 and Art. 10 of Decree of the President of the Republic no. 252/1998, the Government will consider this a failure to execute the work and terminate the contractor's right to proceed with the work under the "Default" clause of this contract. If during the life of this contract, any additional information is provided by the Prefect (Prefetto) pursuant to Art. 1, Section 7 of Law Decree 629/1982 and Art. 10, paragraph 9, of Decree of the President of the Republic no. 252/1998, against any component of the Contractor or any subcontractor, the Government at its sole discretion may consider this a failure to execute the work and terminate the contractor's right to proceed with the work under the "Default" clause of this contract.

The Offeror agrees to provide the Government appropriate documentation showing results of any Prefect (Prefetto) investigations. If after award, a competent Prefect (Prefetto) determines that mafia infiltration attempts have occurred with a subcontractor, then the Offeror agrees to promptly terminate the subject subcontract and replace the mafia-colluded subcontractor at its own cost with a compliant company.

(End of Summary of Changes)