

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   11
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 26-Oct-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) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N62470-16-R-6012	
		X	9B. DATED (SEE ITEM 11) 17-Oct-2016	
			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.)  Munitions Storage Modules, Aviano Air Base, Aviano, 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  27-Oct-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 0001

Amendment 0001 is being issued for the following reasons:

1. To incorporate Attachment E – Bid Schedule
2. To revise Section 00100 – Bidding Schedule/Instructions to Bidders/5. ANTI-MAFIA LAW
3. To revise Section 00100 – Bidding Schedule/Instructions to Bidders/INSTRUCTIONS TO OFFERORS/List of Attachments
4. To revise Section 00100 – Bidding Schedule/Instructions to Bidders/7. INQUIRIES, PROPOSAL FORMAT AND DUE DATE/Special Joint Venture (JV) Requirements
5. To revise Section 00100 – Bidding Schedule/Instructions to Bidders/ 9. PERFORMANCE GUARANTEE/ BOND
6. To revise Section 00700 – Contract Clauses
7. To respond to pre-proposal inquiries 1- 8

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**CHANGES TO SECTION 00100:**

**Section 00100 – Bidding Schedule/Instructions to Bidders/5. ANTI-MAFIA LAW is changed as follows:**

**FROM:**

The Offeror is responsible for complying with Italian Anti-Mafia laws with respect to its subcontractors, including, but not limited to, obtaining subcontractor C.C.I.A.A. certificates inclusive of the anti-mafia "nullaosta" 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). 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.

Pre-Award Effect of Anti-Mafia Procedures: Inasmuch 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.

Documentation Requirements, Contractor shall submit the following: 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, along with official correspondence from the Chamber of Commerce, if available. This documentation is to be included in your Price Proposal.

**TO:**

Pre-Award Effect of Anti-Mafia Procedures: Inasmuch 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.

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**Section 00100 – Bidding Schedule/Instructions to Bidders/INSTRUCTIONS TO OFFERORS/List of Attachments**

**The attachment list is changed as follows:**

**FROM:**

- (A) Construction Experience Project Data Sheet
- (B) Past Performance Questionnaire
- (C) One Day Pass Request form
- (D) Pre Proposal Inquiry Form
- (E) Schedule B
- (F) 1335558dwg1of3
- (G) 1335558dwg2of3
- (H) 1335558dwg3of3

**TO:**

- (A) Construction Experience Project Data
  - (B) Past Performance Questionnaire
  - (C) One Day Pass Request form
  - (D) Pre Proposal Inquiry Form
  - (E) Schedule B
  - (F) N6247016R60121335558dwg1of3.pdf
  - (G) N6247016R60121335558dwg2of3.pdf
  - (H) N6247016R60121335558dwg3of3.pdf
  - (I) N6247016R60121335558spc1of2.pdf
  - (J) N6247016R60121335558spc2of2.pdf
  - (K) Site Visit Plan
  - (L) Map of Gate 8 Entrance
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**Section 00100 – Bidding Schedule/Instructions to Bidders/7. INQUIRIES, PROPOSAL FORMAT AND DUE DATE/Special Joint Venture (JV) Requirements is changed as follows:**

**FROM:**

**Special Joint Venture (JV) Requirements:**

JV offerors shall provide with their proposal a notarized legal document that establishes the JV. The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. Submission of the notarized legal document that establishes the JV shall be furnished with the price proposal in its original language version along with a certified English translation of the notarized JV. The Joint Venture must be formed and valid at the time of submission of the

proposal. The validated notarized legal document must include language that each member of the JV will be jointly and severally liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

1. The Joint Venture Agreement shall include, at a minimum, the following:
  - (a) Name of firms that form the JV and the name of the JV.
  - (b) Name and title of the corporate officials signing on behalf of each party.
  - (c) Solicitation number.
  - (d) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of \_\_\_\_)
  - (e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
  - (f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
  - (g) Language establishing that each member of the JV will be jointly and severally liable for the performance of the whole contract.
  - (g) Statement under oath stating that the Joint Venture (JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.

2. The U.S. Government reserves the right to review the actual JV Agreement to determine its basis and compliance with the applicable laws. Any internal agreements affecting the internal composition of the existing JV and its potential liabilities in relation to the contract (performance guarantee, insurance, etc) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the JV will require the JV to formally request a Novation Agreement in accordance with FAR Subpart 42.12, which will be approved/disapproved at the discretion of the Contracting Officer.

**TO:**

**Special Joint Venture (JV) Requirements:**

JV offerors shall provide with their proposal a notarized legal document that establishes the JV. The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. Submission of the notarized legal document that establishes the JV shall be furnished with the price proposal in its original language version along with a certified English translation of the notarized JV. The Joint Venture must be formed and valid at the time of submission of the proposal. The validated notarized legal document must include language that each member of the JV will be jointly and severally liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV.

1. The Joint Venture Agreement shall include, at a minimum, the following:
  - (a) Name of firms that form the JV and the name of the JV.
  - (b) Name and title of the corporate officials signing on behalf of each party.
  - (c) Solicitation number.
  - (d) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of \_\_\_\_)
  - (e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."
  - (f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
  - (g) Language establishing that each member of the JV will be jointly and severally liable for the performance of the whole contract.
  - (h) Statement under oath stating that the Joint Venture (JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture.

2. The U.S. Government reserves the right to review the actual JV Agreement to determine its basis and compliance with the applicable laws. Any internal agreements affecting the internal composition of the existing JV and its potential liabilities in relation to the contract (performance guarantee, insurance, etc) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the JV will require the JV to formally request a Novation Agreement in accordance with FAR Subpart 42.12, which will be approved/disapproved at the discretion of the Contracting Officer.

Only offers from Prime Contractors and Joint Ventures (JV) will be accepted. Offers from Associazione Temporanea d'Imprese (ATI) or Offers using a contract of availment (contractto de avvalimento) will not be accepted for this procurement and will be considered non-responsive to the solicitation's requirement.

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**Section 00100 – Bidding Schedule/Instructions to Bidders/9. PERFORMANCE GUARANTEE/BOND is changed as follows:**

**FROM:**

This contract requires a Performance Bond in accordance with NFAS 5252.228-9305; 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 fifteen (15) days after the contract forms are presented to the offeror for signature. If the offeror fails to provide a performance guarantee within fifteen (15) 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.

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 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.

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.

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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 (Lisa Sumpter)

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:**

**PERFORMANCE GUARANTEE** (replaces NFAS 5252.228-9306.)

Ten-Percent (10%) PERFORMANCE GUARANTEE

The Offeror whose offer/proposal is accepted shall provide, within ten (10) days after award, either (1) a notarized Performance Guarantee letter or (2) an optional Performance Bond conforming to the requirements below. If the Offeror fails to provide a Performance Guarantee letter or Performance Bond within ten (10) days, the contract may be terminated for default. In such event, Offeror shall be liable for any cost of re-procuring the work that exceeds the amount of its offer.

**Form of Performance Guarantee Letter.** The Performance Guarantee letter shall be accompanied by a notarized document authenticating the financial institution's authority to sign the letter. An English translation of the Performance Guarantee letter shall be submitted at the same time.

Performance Guarantee: An amount equal to ten percent (10%) of the amount of the contract shall be deposited into a properly certified banking institution, which will then issue an irrevocable letter guaranteeing the payment of the amount deposited plus any applicable interest, to the United States Government, upon demand by the Contracting Officer. Demand will be made 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 will be 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."

The Performance Guarantee shall take effect upon the date of signature of the Performance Guarantee 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 PERFORMANCE GUARANTEE ISSUED BY A BANK

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

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#### BANK LETTERHEAD

Date

To: United States of America  
 U.S. Department of Navy  
 Naval Facilities Engineering Command Atlantic  
 6506 Hampton Blvd  
 Norfolk VA 23508-1278  
 Attention: Contracting Officer (Lisa Sumpter)

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)

Signed by: \_\_\_\_\_

\_\_\_\_\_  
(Typed name)

\_\_\_\_\_  
(Title)

(CONTRACTOR NAME & ADDRESS)

Signed by: \_\_\_\_\_

\_\_\_\_\_  
(Typed name)

\_\_\_\_\_  
(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.)

**Optional Performance Bond.** In lieu of a performance guarantee letter in the above stated form, the Contractor may submit a performance bond in which the Contractor and the surety obligate themselves in the amount of ten percent (10%) of the contract price, that the Contractor shall undertake the performance of the contract and that said performance bond ensures the fulfillment of all agreements contained in the contract.

- a. The bond shall be from a registered bank, bonding firm, or registered insurance firm approved by the Contracting Officer.
- b. The bond shall be of the U. S. standard type or of another approved type and shall include the following concepts: (1) name of Surety and name of agent signing in behalf of Surety; (2) name of Principal; (3) a statement that the Principal and Surety are firmly bound on the United States of America in the penal sum of the bond; (4) Contract number; (5) Penal sum of bond and the statement "This bond will be in force until the Contracting Officer of the above-cited Contract authorized cancellation of the bond"; and (6) date of issuance of bond and signature of Surety's agent.

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Responses to PPIs 1 – 8

1) QUESTION: in RFP, pag.4 of pag.44 is written, the SITE VISIT "See FAR 52.236-27" but we cannot understand when and if there is a schedule, site, date and time . Please clarify.

RESPONSE: Section 00100 is revised via Amendment 0001. Refer to changes outlined above (Attachment K).

2) QUESTION: All Construction Companies can participates to the present tender, included those at the present never have participated to NAVFAC projects?

RESPONSE: The solicitation is open to all contractors. NAVFAC experience is not a requirement.

3) QUESTION: Point (E) Schedule B: where is possible to find the material mantioned in this point? Is it the one in section 00010-Solicitation Contract Form?

RESPONSE: New attachments have been provided via this amendment. Documents can be accessed through the Federal Business Opportunities website which is linked to the Navy Electronic Commerce Online

(NECO) website. Due to current system issues in FBO, if attachments cannot be found on the FBO site, offerors must go directly to NECO to download attachments.

4) QUESTION: SITE VISIT : the text sends me to see FAR.236-27 (Clause incorporated by full text at page 29), which send me back to page 4, and no additional information is given. Is a site visit possible? and if yes, when?

RESPONSE: Section 00100 is revised via Amendment 0001. Refer to changes outlined above (Attachment K).

5) QUESTION: SECTION 00100 “INSTRUCTIONS TO OFFERORS, PARA “8. EVALUATION FACTORS FOR AWARD”, SUB PARA “FACTOR 1 – CORPORATE EXPERIENCE” (a), indicate the requirement to “Submit a maximum of five (5) construction projects that best demonstrate.....”. Which is the minimum number of projects that can be submitted?

RESPONSE: There is no minimum project requirement.

6) QUESTION: Is it expected a site visit of the area where the works will be carried out?

RESPONSE: Section 00100 is revised via Amendment 0001. Refer to changes outlined above (Attachment K).

7) QUESTION: To take part to the site visit, is it necessary to make a written request and attach any documents?

RESPONSE: Section 00100 is revised via Amendment 0001. Refer to changes outlined above (Attachment K).

8) QUESTION: Neither the cited paragraph nor the mentioned FAR 22.236-27 contain information about the proposed site visit date. Will you post an amendment?

RESPONSE: Section 00100 is revised via Amendment 0001. Refer to changes outlined above (Attachment K).

## SECTION 00700 - CONTRACT CLAUSES

The following have been modified:

## 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

- (a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

- A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 15 days from date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

(End of Summary of Changes)