

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 11-Mar-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA VIALE PORTO CAPODICHINO NAPOLI 80144	CODE N33191	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. N33191-15-R-0807	
		X	9B. DATED (SEE ITEM 11) 26-Feb-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 checked="" 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 <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. 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.) N33191-15-R-0807, DESIGN-BUILD/DESIGN-BID-BUILD MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC) FOR CONSTRUCTION, RENOVATION, REPAIR, AND DEMOLITION OF FACILITIES, AIRFIELDS, OR OTHER RELATED INFRASTRUCTURE, NAPLES, ITALY Amendment 0004 is continued on Page 2.				
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		11-Mar-2015

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

PART 1 – PROPOSAL FORMS AND DOCUMENTS

1. Replace Document 00100 INSTRUCTIONS TO OFFERORS with the attached. Specifically, Paragraph 1.8 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS is corrected to state the due date and time for receipt of Phase I Proposals in Central European Summer Time (CEST).

DOCUMENT 00100
INSTRUCTIONS TO OFFERORS

- 1.1 GENERAL OVERVIEW OF MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC)
- 1.2 PRE-PROPOSAL CONFERENCE AND SITE VISIT
- 1.3 ENGLISH SPEAKING REPRESENTATIVE
- 1.4 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.
- 1.5 SOCIETA' ORGANISMI D'ATTESTAZIONE (SOA) CERTIFICATION
- 1.6 SYSTEM FOR AWARD MANAGEMENT
- 1.7 CAGE/NCAGE CODE
- 1.8 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS
- 1.9 AMENDMENTS
- 1.10 INSTRUCTIONS FOR SUBMITTING PRE-PROPOSAL INQUIRIES (PPI)
- 1.11 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION
- 1.12 PERFORMANCE GUARANTEE WITH LETTER SAMPLE
- 1.13 ANTI-MAFIA LAW

--End Document Table of Contents--

1.1 GENERAL OVERVIEW OF MULTIPLE AWARD CONSTRUCTION CONTRACT (MACC)

A Multiple Award Construction Contract (MACC) is a contract awarded from a single solicitation, and may result in award to multiple contractors. This procurement consists of one solicitation with the intent to award approximately six (6) Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to the offerors whose proposals, conforming to the solicitation, will be most advantageous to the Government resulting in the best value, price and non-price factors considered. The Government reserves the right to award less than or more than six (6), should it be deemed to be in the best interest of the Government to do so. Successful offerors will compete for future work during the term of the contract.

Construction projects to be performed will include both design-build and design-bid-build projects, primarily consisting of renovation/repair and demolition of facilities, airfields, and other related infrastructure at NSA Naples and other locations throughout the Naples, Italy area managed by NAVFAC EURAFSWA (NATO Base at Lago Patria, Gricignano Support Site, Carney Park, etc.).

All task orders issued under the MACC will be awarded in U.S. Dollars.

1.2 PRE-PROPOSAL CONFERENCE AND SITE VISIT

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

1.3 ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at the site is being conducted by an employee of the Contractor or his subcontractors, the contractor shall have a representative present on the site capable of explaining the work operations and receiving instructions in the English language. The Contracting Officer shall have the right to determine, without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

1.4 JOINT VENTURES (JV) AGREEMENTS

FOR THE PURPOSES OF THIS SOLICITATION, A JOINT VENTURE (JV) REFERS TO A U.S.-STYLED FORMAL LEGAL ENTITY IN THE NATURE OF A PARTNERSHIP COMPRISED OF TWO OR MORE PERSONS OR COMPANIES. EACH JOINT VENTURE MUST PROVIDE ONE (1) CAGE/NCAGE CODE, ONE (1) DUNS NUMBER FOR THE JOINT VENTURE AND ONE (1) DUNS NUMBER FOR EACH MEMBER COMPRISING THE JOINT VENTURE. EACH JOINT VENTURE MUST BE REGISTERED IN THE CCR USING THE NAME OF THE JOINT VENTURE.

Joint Venture Offerors (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 proposal in its original language version along with a certified English translation of the notarized JV document. **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 design).
- (e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after contract completion."
- (f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
- (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.

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 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 (contratto de avvalimento) will not be accepted for this procurement and will be considered non-responsive to the solicitation.****

1.5 SOCIETA' ORGANISMI D'ATTESTAZIONE (SOA) CERTIFICATION

a. Societa' Organismi d'Attestazione (SOA) Certification Requirement. The following qualification standards shall be met by the offeror for the overall MACC:

Category	Classification
OG1	I
OG3	I
OG6	I
OG11	I

Note: SOA certification requirements will vary on subsequent task orders under the MACC in accordance with the projects.

b. Submission of a SOA Certification and Article 38 of the DL 163/06 (DeLise Code). Offerors shall demonstrate that they meet the SOA certification requirements and demonstrate compliance with Article 38 of DL 163/06. An offeror shall submit the following as part of its proposal:

- (1) An unexpired SOA Certificate (including joint venture partner, consortium partners or subcontractors that will be utilized to meet the qualification standard).
- (2) Current self-certification documentation required by Article 38 of DL 163/06.
- (3) If the potential offeror is a joint venture or a consortium, the offeror shall demonstrate how each member or partner meets the SOA certification requirements stated in paragraph (a) above. Include a description of the responsibilities in terms of work category for each member or partner (for example – Firm A performing 70% of OG-1 and Firm B performing 30% of OG-1)
- (4) An offeror's proposal will be rejected for failure to provide the current SOA certificates required under this solicitation.

In the case of a Joint Venture (JV), each member of the JV must have at least one of the required SOA Certifications. The JV member who has the SOA Certification must perform the majority of the work pertinent to the certification. In the case of a JV, certification submitted by a subcontractor will not be accepted.

1.6 SYSTEM FOR AWARD MANAGEMENT

1. System for Award Management (SAM) registration is required for all offerors, including Joint Venture (JV) offerors (registration must state the NAME of the JV). SAM registration can be accomplished at <https://www.sam.gov>. Offerors not registered in SAM shall obtain a DUN & Bradstreet (DUNS) number and a CAGE or NCAGE prior to registering in SAM.
2. A DUNS number is required for all offerors, including JV offerors. In addition to the DUNS number required for JV offerors, JV offerors must provide a **DUNS number for each member comprising the JV**. DUNS numbers can be obtained at <http://fedgov.dnb.com/webform>. The DUNS number is required in order to register in SAM.

1.7 CAGE/NCAGE CODE

1. A CAGE/NCAGE Code is required for all offerors, including JV offerors. JV offerors must acquire a CAGE/NCAGE Code registered in the JV name.
2. U.S. Offerors, including Joint Venture offerors: U.S. offerors must obtain a CAGE Code prior to registering in the SAM database, which is part of the SAM registration process.
3. Non-U.S. (Foreign) Offerors ONLY: Non-U.S. offerors must obtain a NATO CAGE (NCAGE) Code instead of a CAGE Code prior to registering in the SAM database. NCAGE codes may be obtained at the NCAGE website http://www.dlis.dla.mil/Forms/Form_AC135.asp.

1.8 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS

PHASE I

- a. Submit the following via email to Erik Tornngren at erik.tornngren@eu.navy.mil and Joseph Martinez at joseph.a.martinez@eu.navy.mil no later than **Monday, 30 March 2015 at 14:00 Central European Summer Time (CEST)**. Submit the Phase I Proposal with the following subject line:

“SOLICITATION N33191-15-R-0807 NAPLES MACC”

1. Cover letter in accordance with FAR 52.215-1(c)(2), including Solicitation Number; name, address, telephone and email address of the Offeror; in case the Offeror is a JOINT VENTURE (JV), the name of the JV MUST BE CLEARLY IDENTIFIED; Name, title, and signature of the person authorized to sign the proposal; DUNS Number and CAGE or NCAGE Code of the Offeror, in case the Offeror is a JOINT VENTURE (JV), provide a DUNS Number for each member of the JV.
2. Completed (Blocks 14 through 20c), signed and dated Standard Form (SF) 1442, Solicitation, Offer, and Award.
3. Acknowledgement of all amendments.
4. Solicitation Section 00600, “Representations, Certifications, and Other Statements of Offerors”. Offerors shall comply with the requirements in accordance with 52.204-8.
5. Societa' Organismi d'Attestazione (SOA) Certification Requirement. Submit the qualification standards required by Paragraph 1.5 of Section 00100 Instructions to Offerors, for the overall MACC.
6. *Applicable to Italian Offerors*: The offeror's Certificato di Iscrizione alla Camera di Commercio – Original, unexpired and not older than SIX (6) months at the date of proposal submission of the Chamber of Commerce Certificate of Membership (Certificato di Iscrizione alla Camera di Commercio); and if available, 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" or any similar statement having the same scope as provided for by applicable Laws.

If the offeror has attempted and is unable to obtain the certificate from the Chamber of Commerce that includes the Anti-Mafia Nulla Osta statement, include an explanation why not along with official correspondence from the Chamber of Commerce, if available.

7. If available, the Chamber of Commerce Certificate mentioned in Paragraph 1 above for each of its subcontractors.

If the offeror has attempted and is unable to obtain the certificate from the Chamber of Commerce that includes the Anti-Mafia Nulla Osta statement for its subcontractors, include an explanation why not along with official correspondence from the Chamber of Commerce, if available. This documentation is to be included in your Price Proposal.

b. **NON-PRICE PROPOSAL (FACTORS 1, 2, AND 3):** The Non-Price Proposal shall be submitted via email to Erik Tornngren at erik.tornngren@eu.navy.mil and Joseph Martinez at joseph.a.martinez@eu.navy.mil no later than **Monday, 30 March 2015 at 14:00 Central European Summer Time (CEST)**. Submit the Non-Price Proposal with the following subject line:

“SOLICITATION N33191-15-R-0807 NAPLES MACC NON-PRICE PROPOSAL”

Multiple e-mails may need to be sent for any of the submissions, if your e-mail exceeds 5MB. The U.S. Navy computer server will only accept e-mails with attachments up to 5MB. If you need to submit more than one e-mail for the above submission, number them at the end of the e-mail subject title as “1 of?”, “2 of?”, etc.

Proposals not received at the above address on or before the hour and date set for the receipt of proposals shall be considered late, subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition (JAN 2004).

The NON-PRICE PROPOSAL shall include the following:

- (1) First page of the proposal shall be in accordance with FAR 52.215-1(c)(2)
- (2) All information required by Factor 1, Technical Approach
- (3) All information required by Factor 2, Experience
- (4) All information required by Factor 3, Past Performance

1.9 AMENDMENTS

Amendments will be posted on the EuroNECO and Federal Business Opportunities (FBO) websites at <https://euro.neco.navy.mil/> and <https://www.fbo.gov> respectively. It is highly recommended that firms register on EuroNECO and FBO as plan holders. It is the offeror's responsibility to check the EuroNECO and FBO websites periodically for any amendments to the solicitation.

1.10 INSTRUCTIONS FOR SUBMITTING PRE-PROPOSAL INQUIRIES (PPI)

Pre-Proposal Inquiries (PPI) regarding the solicitation shall be submitted in writing via electronic mail to Mr. Erik Tornngren, Contract Specialist, at erik.tornngren@eu.navy.mil and Mr. Joseph Martinez, Contract Specialist, at joseph.a.martinez@eu.navy.mil. Pre-Proposal Inquiries shall reference the drawing/detail and/or the specification section, including paragraph number. Verbal queries will not be entertained. Responses to the Pre-Proposal Inquiries will be provided as an attachment to an amendment and will be posted on the EuroNECO and FBO websites at <https://euro.neco.navy.mil/> and <https://www.fbo.gov> respectively. The Government may not respond to Pre-Proposal Inquiries submitted less than 10 days before the proposal receipt due date. The Pre-Proposal Inquiry (PPI) Template is provided as Attachment 3.

1.11 PREAWARD SURVEY/RESPONSIBILITY DETERMINATION

FAR §9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation. The following information shall be submitted by the offerors included in Phase II of the solicitation.

- a. Company financial statements (balance sheets and income statements) for the past two years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures, discuss the financial responsibilities among companies and provide the same information for each partner.

1.12 PERFORMANCE GUARANTEE REQUIREMENTS

The Contractor shall provide a performance guarantee for the duration of any and all active task orders greater than \$30,000 or as required by the Contracting Officer.

SAMPLE OF PERFORMANCE GUARANTEE ISSUED BY A BANK

This sample meets the material requirements of clause NFAS 5252.228-9306, "Performance Guarantee." The Government will accept as valid a Performance Guarantee conforming to these requirements.

BANK LETTERHEAD

To: United States of America
U.S. Department of Navy
Naval Facilities Engineering Command, Europe Africa Southwest Asia
Viale Porto, Box 51
Aeroporto Capodichino
80144, Napoli, Italia

Attention: Contracting Officer
Date _____
Bank Letter of Performance Guarantee No. _____

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 eight (8%) 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.)

1.13 ANTI-MAFIA LAW

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 "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). 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 why not, along with official correspondence from the Chamber of Commerce, if available. This documentation is to be included in your Price Proposal.

SECTION 00700 - CONTRACT CLAUSES

The following has been modified:

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NAVFAC EUROPE AFRICA SOUTHWEST ASIA
PSC 817 BOX 51
FPO AE 09622-0001
ATTN: Contracting Officer
Email: Laura.Haverlock@eu.navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(End of Summary of Changes)