

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER <i>(If applicable)</i>
6. ISSUED BY CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i>
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED <i>(SEE ITEM 13)</i>
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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

**E. IMPORTANT:** Contractor  is not  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.)*

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		_____ <i>(Signature of Contracting Officer)</i>	

*Previous edition unusable*

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**Section I - Contract Clauses**

**Miscellaneous text in this section has been modified to:**

FAR Clauses Incorporated by Reference

- 52.202-1 Definitions --2013-11
- 52.203-3 Gratuities --1984-04
- 52.203-5 Covenant Against Contingent Fees --2014-05
- 52.203-6 Restrictions on Subcontractor Sales to the Government --2006-09
- 52.203-7 Anti-Kickback Procedures --2014-05
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity --2014-05
- 52.203-10 Price of Fee Adjustment for Illegal or Improper Activity --2014-05
- 52.203-12 Limitation of Payments to Influence Certain Federal Transactions --2010-10
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights --2014-03
- 52.203-19 Prohibition of Requiring Certain Internal Confidentiality Agreements or Statements --2017-01
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper --2011-05
- 52.204-9 Personal Identity Verification of Contractor Personnel --2011-01
- 52.204-10 Reporting Executive Compensation and First -Tier Subcontract Awards --2018-10
- 52.204-13 System for Award management Maintenance --2018-10
- 52.204-18 Commercial and Government Entity Code Maintenance --2016-07
- 52.204-19 Incorporation by Reference of Representations and Certificates --2014-12
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems --2016-06
- 52.204-23 Prohibition on Contracting for Hardware, software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities --2018-07
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment --2015-10
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations --2015-11
- 52.215-2 Audit and Records - Negotiation --2010-10
- 52.215-8 Order of Precedence - Uniform Contract Format --1997-10
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data --2010-10
- 52.215-23 Limitations on Pass-Through Charges --2009-10
- 52.219-6 Notice of Total Small Business Set-Aside (Deviation 2019-O0003) - - 2019-01
- 52.219-8 Utilization of Small Business Concerns --2018-10
- 52.219-13 Notice of Set-Aside of Orders - 2011-11
- 52.219-14 Limitations of Subcontracting (Deviation 2019-O0003) --2019-01
- 52.219-18 Notification of Competition Limited to Eligible 8(a) Participants - 2017-01
- 52.219-28 Post-Award Small Business Program Re-representation --2013-01
- 52.222-3 Convict Labor --2003-06
- 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation --2018-05
- 52.222-6 Construction Wage Rate Requirements --2018-08
- 52.222-7 Withholding of Funds --2014-05
- 52.222-8 Payrolls and Basic Records --2018-08
- 52.222-9 Apprentices and Trainees --2005-07
- 52.222-10 Compliance with Copeland Act Requirements --1988-02
- 52.222-11 Subcontracts (Labor Standards) --2014-05
- 52.222-12 Contract Termination-Debarment --2014-05

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations --2014-05  
52.222-14 Disputes Concerning Labor Standards --1988-02  
52.222-15 Certification of Eligibility --2014-05  
52.222-21 Prohibition of Segregated Facilities --2015-04  
52.222-26 Equal Opportunity --2016-09  
52.222-27 Affirmative Action Compliance Requirements for Construction --2015-04  
52.222-35 Equal Opportunity for Veterans --2015-10  
52.222-36 Equal Opportunity for Workers With Disabilities --2014-07  
52.222-37 Employment Reports on Veterans --2016-02  
52.222-40 Notification of Employee Rights Under the National Labor Relations Act --2010-12  
52.222-50 Combatting Trafficking in Persons --2019-01  
52.222-54 Employment Eligibility Verification --2015-10  
52.222-55 Minimum Wages Under Executive Order 13658 --2015-12  
52.222-62 Paid Sick Leave Under Executive Order 13706 --2017-01  
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts --2013-09  
52.223-3 Hazardous Material Identification and Material Safety Data --1997-01  
52.223-5 Pollution Prevention and Right-To-Know Information --2011-05  
52.223-6 Drug-Free Workplace --2001-05  
52.223-15 Energy Efficiency in Energy-Consuming Products --2007-12  
52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts --2018-08  
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving --2011-08  
52.223-21 Foams --2016-06  
52.225-13 Restriction of Certain Foreign Purchases --2008-06  
52.227-1 Authorization and Consent --2007-12  
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement --2007-12  
52.227-4 Patent Indemnity - Construction Contracts --2007-12  
52.228-2 Workers' Compensation Insurance (Defense Base Act) --2014-07  
52.228-5 Insurance \_ Work on a Government Installation -1997-01  
52.228-11 Pledges of Assets --2018-08  
52.228-12 Prospective Subcontractor Requests for Bonds --2014-05  
52.228-14 Irrevocable Letter of Credit --2014-11  
52.228-15 Performance and payment Bonds- Construction --2010-10  
52.229-3 Federal, State, and Local Taxes --2013-02  
52.232-5 Payments under Fixed-Price Construction Contracts --2014-05  
52.232-17 Interest --2014-05  
52.232-18 Availability of Funds --1984-04  
52.232-23 Assignment of Claims --2014-05  
52.232-27 Prompt Payment for Construction Contracts --2017-01  
52.232-33 Payment by Electronic Funds Transfer - System for Award Management --2018-10  
52.232-39 Unenforceability of Unauthorized Obligations --2013-06  
52.232-40 Providing Accelerated Payments to Small Business Subcontractors --2013-12  
52.233-1 Disputes --2014-05  
52.233-3 Protest After Award --1996-08  
52.233-4 Applicable Law For Breach Of Contract Claim --2004-10  
52.236-2 Differing Site Conditions --1984-04  
52.236-3 Site Investigation and Conditions Affecting the Work --1984-04  
52.236-5 Material and Workmanship --1984-04  
52.236-6 Superintendence by the Contractor --1984-04  
52.236-7 Permits and Responsibilities --1991-11  
52.236-8 Other Contracts --1984-04  
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, And Improvements --1984-04  
52.236-10 Operations and Storage Area --1984-04  
52.236-11 Use and Possession Prior to Completion --1984-04

52.236-12 Cleaning Up --1984-04  
52.236-13 Accident Prevention --1991-11  
52.236-14 Availability and Use of Utility Services --1984-04  
52.236-15 Schedule for Construction Contracts --1984-04  
52.236-17 Layout of Work --1984-04  
52.236-21 Alternate I Specifications and Drawings for Construction --1997-02  
52.236-26 Preconstruction Conference --1995-02  
52.242-13 Bankruptcy --1995-07  
52.242-14 Suspension of Work --1984-04  
52.243-4 Changes --2007-06  
52.244-5 Competition in Subcontracting --1996-12  
52.244-6 Subcontracts for Commercial Items --2019-01  
52.246-21 Warranty of Construction --1994-03  
52.248-3 Value Engineering - Construction --2015-10  
52.249-2 Termination for Convenience of the Government (Fixed-Price) --2012-04  
52.249-10 Default (Fixed-Price Construction) --1984-04  
52.253-1 Computer Generated Forms --1991-01

#### DFARS Clauses Incorporated by Reference

252.203-7000 Requirements Relating to Compensation of Former DOD Officials --2011-09  
252.203-7001 Prohibition on Persons Convicted of Fraud or other Defense-Contract Related Felonies --2008-12  
252.203-7002 Requirement to Inform Employees of Whistleblower Rights --2013-09  
252.203-7004 Display of Hotline Posters --2019-05  
252.204-7003 Control of Government Personnel Work Product --1992-04  
252.204-7004 DoD Antiterrorism Awareness Training for Contractors - 2019-02  
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting --2016-10  
252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support --2016-05  
252.205-7000 Provision of Information to Cooperative Agreement Holders -1991-12  
252.209-7004 Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country  
2019-05  
252.215-7002 Cost Estimating System Requirements --2012-12  
252.219-7010 Notification of Competition Limited to Eligible 8(a) Concerns Partnership Agreement - 2016-03  
252.219-7011 Notification to Delay Performance - 1998-06  
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements - 2010-12  
252.223-7001 Hazard Warning Labels --1991-12  
252.223-7004 Drug-Free Work Force --1988-09  
252.223-7006 Prohibition on Storage, Treatment, & Disposal of Toxic or Hazardous Materials - Basic --2014-09  
252.223-7008 Prohibition of Hexavalent Chromium --2013-06  
252.225-7001 Buy American and Balance of Payments Program Basic - 2017-12  
252.225-7002 Qualifying Country Sources as Subcontractors - 2017-12  
252.225-7012 Preference for Certain Domestic Commodities -2017-12  
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings --2011-06  
252.225-7048 Export Controlled Items --2013-06  
252.227-7033 Rights in Shop Drawings --1966-04  
252.231-7000 Supplemental Cost Principles --1991-12  
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports --2018-12  
252.232-7010 Levies on Contract Payments --2006-12  
252.236-7005 Airfield Safety Precautions --1991-12  
252.242-7006 Accounting System Administration --2012-02  
252.243-7001 Pricing of Contract Modifications --1991-12  
252.243-7002 Requests for Equitable Adjustment --2012-12  
252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations --2010-10  
252.247-7023 Transportation of Supplies by Sea -2019-02

AFFARS Clauses Incorporated by Full Text  
5352.201-9101 Ombudsman

As prescribed in 5301.9103, insert the following clause: OMBUDSMAN (JUN 2016)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman:

Air Force Test Center Vice Commander  
1 South Rosamond Blvd  
Edwards AFB, CA 93524-3784  
Phone Number (661) 277-2810  
Facsimile Number (661) 277-7593  
email: aftc.workflow@us.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the center MAJCOM/DRU /SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS)

As prescribed in 5323.804-90, insert the following clause in solicitations and contracts:

**ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012)**

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(End of clause)

FAR Clauses Incorporated by Full Text:

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a

piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.225-9 -- Buy American-Construction Materials.

As prescribed in 25.1102(a), insert the following clause:

Buy American-Construction Materials (May 2014)

(a) Definitions. As used in this clause--

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None\_ [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)



(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description Unit of measure Quantity Price (dollars) \*

Item 1

Foreign construction material

Domestic construction material

Item 2

Foreign construction material

Domestic construction material

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

52.236-4 -- Physical Data.

As prescribed in 36.504, insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated and physical data (e.g., test borings, hydrographic, weather conditions data) will be furnished or made available to offerors. All information to be furnished or made available to offerors before award that pertains to the performance of the work should be identified in the clause. When subparagraphs are not applicable they may be deleted.

Physical Data (Apr 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by \_\_\_\_\_ [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].
- (b) Weather conditions \_\_\_\_\_ [insert a summary of weather records and warnings].
- (c) Transportation facilities \_\_\_\_\_ [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].
- (d) \_\_\_\_\_ [insert other pertinent information].

(End of Clause)

52.252-2 -- Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

DFARS Clauses Incorporated by Full Text:

252.201-7000 Contracting Officer's Representative.

As prescribed in 201.602-70, use the following clause: CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
  - (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.
- (End of clause) (Revised May 31, 2019)

252.219-7009 Section 8(a) Direct Award.

As prescribed in 219.811-3(1), use the following clause: SECTION 8(a) DIRECT AWARD (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Small Business Administration  
North Florida District Office  
7825 Baymeadows Way, Suite 100B  
Jacksonville, FL 32256

- (b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.
  - (c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
- (End of clause)

252.236-7001 Contract Drawings and Specifications. As prescribed in 236.570(a), use the following clause:  
**CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)**

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File Drawing No.

(End of clause)

## **Section J - List of Attachments**

**The following attachments were added:**

Attachment 5 Section L and All Attachments-Revised 5.26.21

**The following attachments were deleted:**

Attachment 5 Section L and All Attachments-Revised 5.18.21

**Miscellaneous text in this section has been modified to:**

Previous versions of attachments are obsolete

## **Section L - Instructions, Conditions, & Notices to Offerors or Quoters**

**Miscellaneous text in this section has been modified to:**

See attachment