AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 0001

3. EFFECTIVE DATE 04/14/2026

4. REQUISITION/PURCHASE REQ.NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE AAQ730-AFN

AAQ-730 FAC. & AVIATION SAFETY ACQ
PO BOX 25082
BLDG 014-AHQ, ROOM 233A
OKLAHOMA CITY OK 73125

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO. 6973GH-26-R-00082

X 9B. DATED *(SEE ITEM 11)* 04/14/2026

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

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 1 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 number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required.)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14.
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this amendment is to provide the Site Visit Attendees, provide Addendum 01 to the Specifications and Drawings included with this SIR, incorporate new AMS Clause 3.6.2-50, Implementation of E.O. 14398(INTERIM April 2026) and incorporate revised AMS Clauses 3.6.1-4 Small Business Subcontracting Plans (INTERIM April 2026) and 3.10.1-15, Changes-Construction, Dismantling, Demolition, or Removal of Improvements (INTERIM April 2026), revise the Minimum Offer Acceptance Period on Page 1, Block 11 of the SIR and AMS Clause 3.2.2.3-2, Minimum Offer Acceptance Period, revise the date for submission of Questions and extend the closing date of the SIR.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)* Cynthia L. Cooper	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. CONTRACT AUTHORITY *(Signature of Contracting Officer)*	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FIRST: The Site Visit Attendees List, dated April 23, 2026, is provided for all potential offerors. SECOND: As discussed in the Site Visit, this acquisition was originally designed to include Phase 1 and Phase 2 Effort. Addendum 01, dated April 30, 2026 is hereby incorporated into the SIR. Offerors are advised that questions are to be submitted by May 13, 2026. THIRD: New AMS Clause 3.6.2-50, Implementation of E.O. 14398 (INTERIM April 2026) is hereby incorporated into this SIR. FOURTH: AMS Clause 3.6.1-4 Small Business Subcontracting Plans (INTERIM April 2026) is hereby incorporated into this SIR. References in the SIR to AMS Clause 3.6.1-4 Small Business Subcontracting Plans (July 2019) are superseded and replaced with AMS Clause 3.6.1-4 Small Business Subcontracting Plans (INTERIM April 2026) FIFTH: AMS Clause 3.10.1-15, Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 2023) is hereby superseded and replaced with AMS Clause 3.10.1-15, Changes-Construction, Dismantling, Demolition, or Removal of Improvements (INTERIM April 2026). SIXTH: The Minimum Offer Acceptance Period on Page 1, Block 11 of the SIR and AMS Clause 3.2.2.3-2, Minimum Offer Acceptance Period, Paragraph (c) are revised to reflect a 120 calendar days minimum acceptance period. SEVENTH: The Proposal due date and Past Performance Survey due date are hereby extended as follows: From: May 14, 2026 To: May 28, 2026				

3.6.1-4 Small Business Subcontracting Plan (INTERIM April 2026)

(a) Definitions. As used in this clause-

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in Appendix C of the FAA Acquisition Management System Policy.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual subcontracting plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master subcontracting plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Subcontracting Plan Reporting (SPR)” means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(b)

(1) Proposals submitted in response to this solicitation must include a subcontracting plan that separately addresses subcontracting with small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns. If the offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan must be included in and made a part of the resultant contract. The subcontracting plan must be negotiated within the time specified by the Contracting Officer (CO). Failure to submit and negotiate the subcontracting plan designates the offeror as ineligible for award of a contract.

(2) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, women-owned small business, or service-disabled veteran-owned small business, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(i) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, women-owned small business, or service-disabled veteran-owned small business in the System for Award Management (SAM) if–

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(ii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iii) For the reasons provided and under the circumstances described by the SBA in promulgating the regulations at 13 CFR 121.411, 124.1015, 126.900, and 127.700, the FAA has decided that a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor’s size or socioeconomic status.

(c) The offeror's subcontracting plan must include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns as subcontractors. For individual subcontracting plans, and if required by the CO, goals must also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The offeror must include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are

normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe must be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe must designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe must designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe must give a copy of the written designation to the CO, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the CO does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of:

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (f) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes);

(iv) Total dollars planned to be subcontracted to women-owned small business concerns;

(v) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns; and

(vi) Total dollars planned to be subcontracted to HUBZone small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to:

(i) Small business concerns;

(ii) Small disadvantaged business concerns;

(iii) Women-owned small business concerns;

(iv) Service-disabled veteran-owned small business concerns; and

(v) HUBZone small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged, women-owned, and HUBZone small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, small disadvantaged, women-owned, service-disabled veteran-owned, and HUBZone small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with:

(i) Small business concerns (including ANC and Indian tribes);

(ii) Small disadvantaged business concerns (including ANC and Indian tribes);

(iii) Women-owned small business concerns;

(iv) Service-disabled veteran-owned small business concerns; and

(v) HUBZone small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include AMS clause 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, Service-Disabled Veteran-Owned, and HUBZone Small Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $900,000 ($2,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will:

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (k) of this clause using **the SPR.** The reports must provide information on subcontract awards to small business concerns, small disadvantaged business concerns, women-owned small business concerns, service-disabled veteran-owned small business concerns, and HUBZone small business concerns. Reporting must be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using **the SPR**;

(vi) Provide its prime contract number, its Unique Entity Identifier (UEI), and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into **the SPR** when submitting their reports; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own UEI, and the e-mail address of the Government or

Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns, and award subcontracts to them. The records must include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, or HUBZone small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $250,000, indicating:

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether small disadvantaged business concerns were solicited and, if not, why not;

(C) Whether women-owned small business concerns were solicited and, if not, why not;

(D) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(E) Whether HUBZone small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact:

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, small disadvantaged, women-owned, service-disabled veteran-owned, and HUBZone small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through:

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The offeror used a small business concern in preparing the bid or proposal if:

(i) The offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the offeror is awarded the contract.

(13) Assurances that the Contractor will provide the CO with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (c)(12) of this clause. This written explanation must be submitted to the CO within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the CO any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the CO when the prime contractor makes either a reduced or an untimely payment to a small

business subcontractor (See AMS clause 3.6.1-5 Payments to Small Business Subcontractors).

(d) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor must perform the following functions:

(1) Assist small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business subcontractors are excessively long, reasonable effort must be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with AMS Clause 3.6.1-3.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, women-owned small business, service-disabled veteran-owned small business, or HUBZone small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over $250,000 in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(e) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (c) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) The master subcontracting plan has been approved;

(2) The offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the CO; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the CO to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(f) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan must relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan must comply with the reporting requirements stated in paragraph (c)(10) of this clause by submitting one SSR in **SPR** for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan must include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report must be **monitored in SPR** by the CO who approved the plan. This report must be submitted within **45** days after the end of the Government's fiscal year.

(g) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the CO in determining the responsibility of the offeror for award of the contract.

(h) A contract may have no more than one subcontracting plan. When a contract modification is over $900,000 (over $2,000,000 for construction of a public facility), or an option is exercised, the goals of the existing subcontracting plan must be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(i) Subcontracting plans are not required from subcontractors when the subcontractor provides a commercial item **(except for construction)** subject to AMS Clause 3.10.2-6, Subcontracts for Commercial Items and Commercial Components, under a prime contract.

(j) The failure of the Contractor or subcontractor to: (1) comply in good faith with AMS clause 3.6.1-3 "Utilization of Small, Small Disadvantaged, Women-Owned, Service-Disabled Veteran Owned, and HUBZone Small Business Concerns," or (2) provide an approved plan required by this clause, constitutes a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(k) The Contractor must submit ISRs and SSRs using the web-based **SPR**. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors must be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan and must be submitted to the Contracting Officer (CO).

(i) The report must be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within **45** days of contract completion. Reports are due **45** days after the close of each reporting period, unless otherwise directed by the CO. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the CO rejects an ISR, the Contractor must submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii) *Options, Modifications and Size Status Changes*.

(A) When a subcontracting plan contains separate goals for the basic contract and each option, the dollar goal inserted on this report must be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract as the result of contract modification or the prime Contractor's size status changing, the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides:

(A) In the case of the prime Contractor, with the CO; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans:

(A) Encompass all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) May be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report must be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $900,000 (over $2,000,000 for construction of a public facility) and contains a subcontracting plan.

(D) Must be submitted annually by October 30 for the twelve month period ending September 30. When the Government rejects an SSR, the Contractor must submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Must appropriately allocate subcontract work when performed for more than one executive agency.

(F) Unless otherwise stated in the contract, SSRs **in SPR** and those submitted by subcontractors with subcontracting plans, will be approved/rejected by the Government agency awarding the prime contract.

(ii) Reports submitted under a commercial plan:

(A) Must include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) Must be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, its report must specify the percentage of dollars attributable to each agency.

(D) Unless otherwise stated in the contract, the report will be approved/rejected by the CO who approved the commercial plan. The authority to acknowledge or reject SSRs for commercial plans resides with the CO who approved the commercial plan.

3.10.1-15 Changes-Construction, Dismantling, Demolition, or Removal of Improvements
(INTERIM April 2026)

I. Changes for Fixed Price Construction and Dismantling, Demolition, or Removal of Improvements

(a) The Contracting Officer (CO) may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the CO that causes a change must be treated as a change order under this clause; provided, that the Contractor gives the CO written notice stating-

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the CO will be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the CO will make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause will be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment will include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the CO a written statement describing the general nature and amount of proposal, unless this

period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment will be allowed if asserted after final payment under this contract.

II. Changes for Cost-Reimbursable Construction

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the plans and specifications or instructions incorporated in the contract.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the CO must make an equitable adjustment in the:

(1) estimated cost, delivery or completion schedule, or both;

(2) amount of any fixed fee; and

(3) other affected terms and must modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the CO decides that the facts justify it, the CO may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment must be a dispute under the 3.9.1-1 Contract Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs II.(a) and II.(b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, must not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor must not be obligated to continue performance or incur costs beyond the point established in the 3.3.1-12 Limitation of Cost or 3.3.1-14 Limitation of Funds clause of this contract.

AMS Clause 3.6.2-50 Addressing DEI Discrimination by Federal Contractors (Executive Order 14398) (INTERIM April 2026)

a) Definitions. As used in this clause:

"Program participation" means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

"Racially discriminatory DEI activities" means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

b) In connection with the performance of work under this contract, the Contractor agrees as follows:

1) The Contractor will not engage in any racially discriminatory DEI activities;

2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor may be declared ineligible for further Government contracts;

4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the contracting officer and take any appropriate remedial actions directed by the Contracting Officer;

5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause; and

6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of section 31 U.S.C. 3729(b)(4).

c) Subcontracts. The Contractor must include the substance of this clause, including this paragraph c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.