This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in the Revolutionary FAR Overhaul (RFO) subpart 12.200, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

1. This requirement will be solicited through SAM.gov, submit offers to SrA Ethan Clark via email at ethan.clark.7@us.a mil and Capt Taylor Peeples at taylor.peeples.1@us.a mil.

2. The incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2026-01, dated 08 June 2026.

3. This RFQ is to be solicited as a Historically Underutilized Business (HUBZone) Set-Aside. The associated North American Industry Classification System (NAICS) code 236220 with a small business size standard of $45,000,000.00.

4. The anticipated contract type will be a Firm Fixed Price (FFP). The contract line-item number (CLIN) structure is as follows:

CLIN 0001- Contractor must provide all personnel, equipment, tools, materials, supervision and other items necessary for the HVAC Replacement at building 225 as defined in the Statement of Work.

5. Description of requirement for the items to be acquired:

***Reference the attachments for specifications, descriptions, all provisions/clauses, and additional information.

a. Period of Performance: 180 Calendar Days from Date of Notice to Proceed Receipt.

b. Place of Delivery: Creech AFB, NV

c. Inspection and Acceptance: FOB Destination

** A **site visit** will be held on **Thursday, 23 June 2026 at 1300 PDT**. If access to Creech AFB is required, access must be coordinated by **Friday, 12 June 2026 at 1000 PDT**. Interested parties should contact SrA Ethan Clark via email at ethan.clark.7@us.af.mil for details and Capt Taylor Peeples via email taylor.peeples.1@us.af.mil for details.

Questions are due on **Monday, 29 June 2026, at 1000 PDT**. Only electronic questions submitted via email will be considered for this requirement.

Quotes are due on **Wednesday, 15 July 2026, at 1000 PDT**. Only electronic offers submitted via email will be considered for this requirement.

RFO 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services. (March 2026)

Instructions to Offerors—Commercial Products and Commercial Services (March 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its

terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

RFO 52.204-7 System for Award Management—Registration.

System for Award Management—Registration (March 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) *Definitions*. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	**Then...**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSP (https://eportal.nspa.nato.int/AC135Public/scage/CageLis

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	**Title**
52.204-5	Women-Owned Business (Other Than Small Business)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation

52.209-5	Certification Regarding Responsibility Matters
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Convic any Federal Law
52.219-1	Small Business Program Representations
52.219-1 Alt I	Small Business Program Representations, with its Alternate I
52.219-1 Alt II	Small Business Program Representations, with its Alternate II
52.226-2	Historically Black College or University and Minority Institution Representation

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

All quotes shall include the following minimum information: Product Specifications, CAGE code, SAM Unique Entity ID, Payment Terms, Discount Terms, Point of Contact, Phone, Fax, Email and Proposed Delivery Schedule. **It is the responsibility o the offeror to contact the government to confirm receipt o the quote prior to the offer due date and time.**

QUESTIONS DUE DATE. Questions are due on **Monday, 29 June 2026, at 1000 PDT**. Only electronic questions submitted via email will be considered for this requirement.

QUOTES DUE DATE: Quotes are due on **Wednesday, 15 July 2026, at 1000 PDT**. Only electronic offers submitted via email will be considered for this requirement.

RFO 52.212-2 Evaluation - Commercial Products and Commercial Services (March 2026)

Evaluation—Commercial Products and Commercial Services (March 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

The Government will award a contract resulting from this solicitation to the responsible vendor whose quote conforming to the solicitation is the **lowest-priced, technically acceptable (LPTA)**

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to 52.212-2, Evaluation - Commercial Items (Oct 2014), applies to this acquisition. As prescribed in FAR 12.301(c), the following addendum is provided for this solicitation and hereby amends any language therein:

1. Basis for Contract Award: The Government intends to award a contract resulting from this solicitation to the responsible vendor whose offer conforming to the solicitation will be most advantageous to the Government, considering the factors listed in this provision.

In accordance with FAR 13.106-2, the Government will utilize comparative evaluations and give preliminary consideration to all offers received in response to this solicitation. The Government intends to award a contract to the lowest priced offer that meets the instructions outlined in 52.212- 1, and the minimum requirements outlined in this provision. Whose price can be determined both "fair and reasonable" by the Contracting Officer.

The Government intends to make an award without conducting exchanges with vendors after the close of the solicitation. Therefore, vendors should provide their best available pricing and technical quotes to the Government in their initial quote. However, the Government reserves the right to enter into exchanges with all, some, or none of the offers at any time during the evaluation period if deemed in the best interests of the Government to do so.

Evaluation Factors: The following factors shall be used to evaluate quotes:

Price: At minimum; the vendor must provide pricing in accordance with the instructions outlined in 52.212-1. The vendor that provides the lowest price that can be determined both "fair and reasonable" and by the Contracting Officer may be given additional consideration for awardee selection. However, the Government is under no obligation to do so. During the evaluation process the Contracting Officer will determine a "Total Evaluated Price" (TEP) for each responsive quote. The TEP is determined by totaling the amount of all line items identified in the offerors' quote submitted.

Technical: The vendor must provide a proposal breaking down every priced line item. Technical evaluation will be based upon, at a minimum, the quantities and types of materials and labor to be used in the requirement.

RFO 52.252-2 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):

http://www.acquisition.gov/

(End of clause)

DAF Contracting Compass Part 1, section Ombudsman
Ombudsman

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, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/FLDCOM/DRU/DAFRCO ombudsman/ombudsmen]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of 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)

PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

RFO 52.204-7 System for Award Management (March 2026)

RFO 52.204-13 System for Award Management Maintenance (March 2026)

RFO 52.212-4 - Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2023)

RFO 52.219-1 - Small Business Program Representations (Feb 2024)

R-DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)

R-DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Dec 2022)

R-DFARS 252.203-7005 Representation Relating to Compensation of Former DoD Officials (Sep 2022)

R-DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (Jan 2023)

R-DFARS 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (May 2021)

R-DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023)

R-DFARS 252.204-7024 Notice on the Use of the Supplier Performance Risk System (Mar 2023)

R-DFARS 252.211-7003 Item Unique Identification and Valuation (Jan 2023)

R-DFARS 252.223-7008 Prohibition of Hexavalent Chromium (Jan 2023)

R-DFARS 252.225-7001 Buy American and Balance of Payments Program (Feb 2024)

R-DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (Mar 2022)

R-DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime (May 2022)

R-DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (Jan 2023)

R-DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region–Representation (Jun 2023)

R-DFARS 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (Jun 2023)

R-DFARS 252.232-7003 - Electronic Submission of Payment Requests and Receiving Reports (Dec 2018)

R-DFARS 252.232-7006 - Wide Area WorkFlow Payment Instructions (Jan 2023)

R-DFARS 252.232-7010 Levies on Contract Payments (Dec 2006)

R-DFARS 252.244-7000 Subcontracts for Commercial Products or Commercial Services (Nov 2023)

R-DFARS 252.247-7023 Transportation of Supplies by Sea (Jan 2023)

FAR Clauses Incorporated by ReferenceNumber	Title	Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation)	Feb 2026
52.204-13	System for Award Management-Maintenance. (Deviation)	Feb 2026
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	Feb 2026
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	Feb 2026

52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation)	Feb 2026
52.219-6	Notice of Total Small Business Set-Aside. (Deviation)	Feb 2026
52.222-3	Convict Labor. (Deviation)	Feb 2026
52.222-6	Construction Wage Rate Requirements. (Deviation)	Feb 2026
52.222-7	Withholding of Funds. (Deviation)	Feb 2026
52.222-8	Payrolls and Basic Records. (Deviation)	Feb 2026
52.222-9	Apprentices and Trainees. (Deviation)	Feb 2026
52.222-10	Compliance with Copeland Act Requirements. (Deviation)	Feb 2026
52.222-11	Subcontracts (Labor Standards). (Deviation)	Feb 2026
52.222-12	Contract Termination-Debarment.	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014
52.222-14	Disputes Concerning Labor Standards. (Deviation)	Feb 2026
52.222-15	Certification of Eligibility.	May 2014
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	Feb 2026
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026

52.222-54	Employment Eligibility Verification. (Deviation)	Feb 2026		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation)	Feb 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	Mar 2025	Deviation 2025-O0004	Mar 2025
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	Feb 2026	Deviation 2025-O0004	Mar 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-23	Assignment of Claims.	May 2014		
52.232-27	Prompt Payment for Construction Contracts.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	Feb 2026		

52.236-5	Material and Workmanship. (Deviation)	Feb 2026
52.236-7	Permits and Responsibilities. (Deviation)	Feb 2026
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Feb 2026
52.242-14	Suspension of Work.	Apr 1984
52.243-5	Changes and Changed Conditions. (Deviation)	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	Feb 2026
52.245-1	Government Property.	Sep 2021
52.245-9	Use and Charges.	Apr 2012
52.246-21	Warranty of Construction.	Mar 1994
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	Apr 1984
52.232-5	Payments under Fixed-Price Construction Contracts.	(May 2014)
52.252-6	Authorized Deviations in Clauses.	(Nov 2020)
52.252-4	Alterations in Contract.	(Apr 1984)
52.252-2	Clauses Incorporated by Reference.	(Feb 1998)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)

(Mar 2025) Deviation 2025-O0004 (Mar 2025)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved].

(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

(11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (Dec 2023) of 52.204-30.

(12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan

2025) (31 U.S.C. 6101 note).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) [Reserved]

(18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020)(15 U.S.C. 644).

(ii) Alternate I (Mar 2020)of 52.219-6.

(19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020)(15 U.S.C. 644).

(ii) Alternate I (Mar 2020)of 52.219-7.

(20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025)(15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016)of 52.219-9.

(iii) Alternate II (Nov 2016)of 52.219-9.

(iv) Alternate III (Jun 2020)of 52.219-9.

(v) Alternate IV (Jan 2025)of 52.219-9.

(22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020)(15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020)of 52.219-13.

(23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

(24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021)(15 U.S.C. 637(d)(4)(F)(i)).

(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

(i) 52.219-28, PostawardSmall Business Program Rerepresentation (Jan 2025)(15 U.S.C. 632(a)(2)).

(ii) Alternate I (Mar 2020)of 52.219-28.

(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

(28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020)(15 U.S.C. 644(r)).

(30) 52.219-33, Nonmanufacturer Rule (Sep 2021)(15 U.S.C. 637(a)(17)).

(31) 52.222-3, Convict Labor (Jun 2003)(E.O.11755).

(32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

(33) [Reserved]

(34) [Reserved]

(35)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

(ii) Alternate I (Jul 2014)of 52.222-35.

(36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

(ii) Alternate I (Jul 2014)of 52.222-36.

(37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)(E.O. 13496).

(39)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021)(22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015)of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(40) 52.222-54, Employment Eligibility Verification (Jan 2025)(Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008)of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024)(42 U.S.C. 7671, et seq.).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024)(42 U.S.C. 7671, et seq.).

(44) 52.223-20, Aerosols (May 2024)(42 U.S.C. 7671, et seq.).

(45) 52.223-21, Foams (May 2024)(42 U.S.C. 7671, et seq.).

(46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47)

(i) 52.224-3 Privacy Training (Jan 2017)(5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017)of 52.224-3.

(48)

(i) 52.225-1, Buy American-Supplies (Oct 2022)(41 U.S.C. chapter 83).

(ii) Alternate I (Oct 2022)of 52.225-1.

(49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023)(19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I [Reserved].

(iii) Alternate II (Jan 2025)of 52.225-3.

(iv) Alternate III (Feb 2024)of 52.225-3.

(v) Alternate IV (Oct 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (NOV 2023)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021)(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)(E.O. 13513).

(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018)(31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (May 2014)(31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024)(Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

(65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021)(46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003)of 52.247-64.

(iii) Alternate II (Nov 2021)of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (Aug 2018)(41 U.S.C. chapter67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014)(41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022)(E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025)(49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising

under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021)(41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023)(41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)(Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)(Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023)(Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023)(Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023)of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold

specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020)(38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)(E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018)(41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021)(22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015)of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014)(41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification ((E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022)(E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017)of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020)(42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024)(Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021)(46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation)	(Feb 2026)

52.219-28

Postaward Small Business Program Rerepresentation. (Deviation) (Alternate I)

(Feb 2026)

Alternate I

(Feb 2026)

Alternate I . As prescribed in , substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:(Feb 2026) (Deviation)19.101(a)(2)(iii)(B)

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code

Small business concern (yes/no)

238990

____

____

____

____

____

52.225-9

Buy American-Construction Materials. (Deviation)

(Feb 2026)

Buy American-Construction Materials (Feb 2026) (Deviation)

(a) . As used in this clause-Definitions

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (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.

"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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

(b) Domestic preference.

(1) This clause implements 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 domestic

content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. 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 product or to the construction materials or components listed by the Government as follows:

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.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) 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 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A) (1)of this clause.

(3) The procedures in paragraph (b)(3)(i)(A) (2)of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, 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 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B) (1)of this clause.

(3) The procedures in paragraph (b)(3)(i)(B) (2)of this clause will no longer apply as of January 1, 2030.

(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;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 or Balance of Payments Program.

(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:			

DFARS Clauses Incorporated by Full Text

252.236-7001

Contract Drawings and Specifications.

(Aug 2000)

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. Bldg 225 HVAC Replacement – SOW

(End of clause)

List o Attachments

Attachment 1 – Statement of Work

Attachment 2 - ufc_3_301_01_2023_c3

Attachment 3 - ufc_3_401_01_2025

Attachment 4 - ufc_3_410_01_2025

Attachment 5 - ufc_3_501_01_2024 - Electrical Engineering

Attachment 6 - ufc_3_520_01_2025 - interior electrical systems

Attachment 7 - Nellis Creech IFS 2019 01 22 Signed