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|--|--|---|--|--|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 13 | |
| 2. AMENDMENT/MODIFICATION NO. 0003 | | 3. EFFECTIVE DATE 16-Dec-2022 | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO.(If applicable) 404465 | |
| 6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH, BLDG. 1202 SEATTLE WA 98134-2388 | | CODE W912DW | | 7. ADMINISTERED BY (If other than item 6) See Item 6 | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | | X | | 9A. AMENDMENT OF SOLICITATION NO. W912DW23B0005 | |
| | | | | X | | 9B. DATED (SEE ITEM 11) 29-Nov-2022 | |
| | | | | | | 10A. MOD. OF CONTRACT/ORDER NO. | |
| | | | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this Amendment R0003 is for the following: 1) Extend the due date to 2PM PST 12 January 2023. 2) Added Clause 52.225-11 (Buy American - Construction Materials under Trade Agreement) 3) Updated Clause 52.211-10 (Commencement, Prosecution, and Completion of Work) 4) Changed Clause 52.217-5 from reference to full text. No other changes have been made. | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | |
| | | | | TEL: EMAIL: | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
| _____ (Signature of person authorized to sign) | | | | BY _____ (Signature of Contracting Officer) | | 16-Dec-2022 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The required response date/time has changed from 29-Dec-2022 02:00 PM to 12-Jan-2023 02:00 PM.

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

The following have been modified:

CAUTION AND INSTRUCTIONS**!!!CAUTION TO BIDDERS !!!**

1. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

2. **AMENDMENTS:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the Information Page.

3. **AMENDED SECTIONS:** If any of the amendments furnished amended sections, the amended sections must be used in submitting your offer.

4. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?

5. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 13D of SF1442, Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

6. **SYSTEM FOR AWARD MANAGEMENT:** Contractors are required, before receipt of contract award to ensure that their firm is registered in the government web site entitled System for Award Management (SAM) and that all information required is current and up to date.
<https://www.sam.gov/portal/public/SAM/>

7. GOVERNMENT SECURITY REQUIREMENTS:

The Offeror's bid shall be submitted electronically, as described below in Item 9, Bid Submittals. The IFB will provide the Government address and receipt date for bid submittal. The Offeror's bid shall not contain classified data. The use of hyperlinks in bids is prohibited.

8. COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS:

Copies of the solicitation and amendments are available by INTERNET ACCESS ONLY. All solicitation documents will be posted to the U.S. Government's Contract Opportunities website at: <https://www.SAM.gov> under Solicitation Number **W912DW23B0005**. A list of interested

vendors (potential offerors and subcontractors) is available on the web site (registration required) with the solicitation announcement.

NOTE: www.SAM.gov is the new official U.S. Government website for Contract Opportunities.

It shall be the contractor's responsibility to check the websites for any amendments. The Offeror shall submit in the bid all requested information specified in this solicitation.

Additional information regarding this solicitation and potential Offerors and/or subcontractors is available at <http://www.nws.usace.army.mil/BusinessWithUs/Contracting.aspx>.

9. Bid Submittals

In strict compliance with guidance relating to the current situation with COVID-19 and social distancing, the only authorized transmission method for bids in response to this solicitation is electronically via email online submission. NO OTHER TRANSMISSION METHODS (E-MAIL, FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.

Please send bids to Contract Specialist Charles Idle charles.d.idle@usace.army.mil AND to Contracting Officer Robert Gonzalez at robert.l.gonzalez@usace.army.mil.

INSTRUCTIONS FOR SUBMITTING ELECTRONIC BIDS:

In an effort to reduce paperwork and cost, all bids shall be submitted electronically through email. Submission shall be in Adobe PDF format.

FILE DESCRIPTION: Include a "File Description" for each file(s) you upload. The "File Description" will be included in the e-mail notice to each of the recipients you choose to have access your file(s). NOTE: Do NOT enter Privacy Act Data (Personal Identifiable Information (PII) in the File Description).

FILE NAMING CONVENTION: Each file name shall begin with the solicitation number followed by the firm's name and a brief file description. Please see examples below. To ensure your submission is received and processed appropriately, it is important that interested parties CAREFULLY ensure their electronic files adhere to the following naming convention:

W912DW23B0005-FIRMNAME-Bid
W912DW23B0005-FIRMNAME-Amendments
W912DW23B0005-FIRMNAME-Bid Bonds

A completed bid includes:

- Fully executed Form 1442-with amendments acknowledged
- Bid Bond
- Fully completed Bid Schedule
- Criteria

- Completed Reps and Certs from @SAM.GOV and any fill in FAR clause incorporated by reference or by full text. Submission shall be in Adobe PDF format.

Bid bond – The amount of the bid guarantee shall be 20 percent (20%) of the bid price or \$3 Million, whichever is less. Bid Bonds (SF24) MUST BE ACCOMPANIED BY A Power of Attorney containing an original or electronic signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Powers of Attorney will be accepted if accompanied by a certification from a current officer of the surety attesting to its authenticity and continuing validity.

Current SF24 forms are available at the following website:

<http://www.gsa.gov/portal/forms/type/TOP>.

NOTE: Effective immediately, to respond to the Coronavirus Disease 2019 (COVID-19) national emergency-

Electronic signatures and electronic, mechanically-applied, or printed dates may be used and shall be considered

original signatures and dates. The following FAR deviations are applicable to this procurement:

- 52.228-11, Pledges of Assets (DEVIATION 2020-O0016), which removes the requirement for the Standard

Form 28 to be sworn and notarized.

- 52.228-15, Performance and Payment Bonds—Construction (DEVIATION 2020- O0016), which removes

the requirements for seals on Standard Forms.

10. BID OPENING PROCEDURE- The virtual bid opening will occur 30 minutes after the due date and time for receipt of bids to allow for the downloading of emails. Virtual bid opening is scheduled for **12 January 2023 at 2:30 PM Pacific Standard Time**. Please use the following information:

The link to join the meeting /view on-line is:

<https://usace1.webex.com/meet/robert.l.gonzalez>

NOTE: It has been reported the ‘Call Me’ function is the simplest way to connect audio to the meeting. Please use this function if it is provided. Instructions for the ‘Call Me’ function- 1) Enter your phone number. 2) The system will immediately call the number you entered. 3) Answer and follow the prompts to join the meeting.

Join by phone

1-8774029753 Call-in toll-free number (ATT Audio Conference)

1-6366513141 Call-in number (ATT Audio Conference)

594 362 5 Access Code

*** Please note the Access Code is also the Security Code so you will have to enter the Access Code twice when connecting by phone. The bid opening will begin promptly at 10:30 AM so please allow time for connecting by audio and/or resolving any technical difficulties before the beginning of proceedings.

11. BID EXPENSES AND PRE-CONTRACT COSTS

This Invitation for Bid (IFB) does not commit the Government to pay, as a direct charge, any costs incurred in the preparation and submission of a bid.

12. ACCURACY IN BIDS

Bids must set forth full, accurate, and complete information as required by this IFB, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

13. BASIS OF AWARD

BASIS OF AWARD Bids will be evaluated without discussions. Award will be made to the responsible bidder whose bid, responsive to the invitation, will be most advantageous to the Government considering price and the price-related factors included in the invitation. In addition, the apparent low bidder must meet the Definitive Responsibility Criteria (DRC) as described in Section 00 22 00 in accordance with FAR 9.104-2. Award shall not be made until all required approvals have been obtained and the award otherwise conforms to FAR 14.103-2.

THIS PROCUREMENT IS:

100% Total Small Business Set Aside

SITE VISIT:

- BIDDERS ARE URGED and expected to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. In no event, will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract.
- Please email Charles Idle at charles.d.idle@usace.army.mil and copy Stephen Osgood at stephen.m.osgood@usace.army.mil to RSVP for the site visit. We need a headcount prior to the day of, so please provide the names of up to two (2) attendees including their company/organization name, cell phone number and email address no later than 3:00 PM PT on FRIDAY, 9 Dec 2022.
- Site visit Date/Time: Tuesday, 13 Dec 2022, 11:00 AM – 3:00 PM local time.
- **LOCATION:** Attendees will meet at NC Machinery located on 2100 Terrance heights Dr Yakima, WA 98901
- **Site Visit visual aid:**
- <https://usace-nws.maps.arcgis.com/apps/webappviewer/index.html?id=e489f0abefb544bbaf100a8bbd83fc62>
- Username: Yakima_TempUser
- Password: Yakima1135!

BIDDING DOCUMENTS: Register for solicitations at the Internet site:

<http://www.SAM.gov/>

FOR INQUIRIES AND ADMINISTRATIVE MATTERS: Contact the following individuals Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m.:

Charles Idle, 206-316-3998, charles.d.idle@usace.army.mil AND
Sonia Frees, 206-764-3516, Sonia.m.frees@usace.army.mil

TECHNICAL QUESTIONS:

All inquiries regarding this solicitation are to be submitted via ProjNet-Bidsm. Telephone and email inquiries will not be accepted. ProjNet-Bidsm is a web-based program that allows bidders to post questions regarding the solicitation and to view all questions by other bidders and answers by USACE. ProjNet-Bidsm can be accessed through ProjNetsm at

<https://www.projnet.org> To access the ProjNet-Bidsm website the first time:

- 1) Click the Bid tab

- 2) Click Bidder Inquiry. (The Agency is USACE.)
- 3) Enter the following information for access:
 1. The Bidder Inquiry Key: **4YPZSB-98H4C3**
 2. Valid business contact information (e.g. Company name, contact person, business address, phone number and email address). (required on first project only)
 3. Establish Secret Question and Answer which will be used as a password (required on first project only)

For subsequent access use your email address, the Bid Inquiry Key and response to the Secret Question to access the ProjNet-Bidsm Module.

- 4) Submit technical questions. When an answer is posted to a question, the question and answer is then available for all other bidders to review.
- 5) For questions about the ProjNet-Bidsm, please contact the Call Center help desk toll free at 1-800-428- HELP (4357), which operates from 8AM to 5PM (Central US time zone).

No response will be posted to inquiries after the Close of Business on the third business day preceding the solicitation due date. All bidders will be held to have reviewed the questions and responses in ProjNet-Bidsm prior to bid submission. Nothing in the solicitation is changed unless an amendment is sent out.

SECTION 00 72 00 - GENERAL CONDITIONS

The following have been added by full text:

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2022)

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

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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.

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or 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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

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.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Free Trade Agreement country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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 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.

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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 material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause 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

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions 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 does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign 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)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(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 offer of foreign 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)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(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)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) * |
|-----------------------------------|-----------------|----------|-------------------|
| Item 1: | | | |
| Foreign construction material.... | | | |
| Domestic construction material... | | | |
| Item 2: | | | |
| Foreign construction material.... | | | |
| Domestic construction material... | | | |

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

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

[Include other applicable supporting information.]

(End of clause)

The following have been modified:

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **14** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **893 calendar days**. The time stated for completion shall include final cleanup of the premises.

| | |
|---------------|----------|
| Base Contract | 230 days |
| Option 1 | 223 days |
| Option 2 | 440 days |
| <hr/> | |
| Total | 893 days |

(End of clause)

The following were previously included by reference and are now included by full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

(End of Summary of Changes)