

## **GENERAL REQUIREMENTS**

**NAVFAC Solicitation No.:** N40085-23-R-2706

**Public Works Project No.:** 22-0040

**Title:** Repair BEQ HP514, MCB, Camp Lejeune, NC

**Contract Completion Date:** 730 days after award

**Estimated Cost Range:** More than \$10,000,000.00

**Wage Determination:** General Decision Number: NC20230038 04/21/2023

**Liquidated Damages:** \$880 per Calendar Day

**Notes:** One person may fill the roles of Superintendent, Safety & Health Officer, if duly qualified these positions as defined in the project specification. However, Quality Control Manager must be stand-alone position.

**Special Scheduling:** Demolition of Building HP307 and HP308 must be completed before the renovation of BEQ HP514.

**Basis for Award:** Lowest Price

**Proposal Acceptance Period:** 60 days from receipt of offers

**Site Visit:** Will schedule site visit through an amendment.

**Bond Requirements:** Bid bonds are required in accordance with FAR 53.301-24. An electronic copy of your bid bond may be submitted with your proposal. Failure to submit a bid bond by the deadline will result in your proposal being removed from consideration. Payment and/or performance bond(s) will be requested at the time of award per the current process.

- No bonds are required for proposals less than \$40K.
- Proposals valued at \$40K and greater will require a payment bond only.
- Proposals valued at \$150K and greater will require a bid bond, a payment bond, and a performance bond.

**Proposal Due Date:** June 1, 2023

Repair BEQ HP514  
MCB Camp Lejeune, North Carolina

Solicitation N40085-23-R-2706  
Project No. 22-0040

10:00 AM EST

**E-Mail Address for Proposals:** generalmacc@navy.mil and angela.f.little2.civ@us.navy.mil.

**Requests for Information (RFIs):** RFIs must be submitted by the prime contractor to angela.f.little2.civ@us.navy.mil. The cut off for RFIs is May 18, 2023 by 2:00 PM EST in order to process all inquiries by the proposal due date.

**The specifications and drawings are posted as attachments on <https://sam.gov/>.**

**“OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE. IF FUNDS ARE NOT AVILABLE, NO AWARD WILL BE MADE AS RESULT OF THIS SOLICITATION. OFFERORS WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL COSTS RESULTING FROM THIS SOLICITATION.”**

## PRICING SHEET

Under the line items furnished, the offers shall state prices for each Exhibit Line Item Number (ELIN) given hereinafter:

### ELIN 0001

Price includes completing all work associated with **BEQ HP514** in accordance with the provided drawings and specifications, but excluding work described in ELIN 0002, 0003 and 0004. The price for this line item should include all applicable costs, overhead and profit for this work.

\$ \_\_\_\_\_

### ELIN 0002

Price includes completing all work associated with **FF&E for BEQ HP514** in accordance with the provided drawings and specifications, but excluding work described in ELIN 0001, 0003 and 0004. The price for this line item should include all applicable costs, overhead and profit for this work.

EST FF&E Cost		HAR (NTE 5%)	Total
---------------	--	--------------	-------

\$1,558,948.23	X	_____ %	\$ _____
----------------	---	---------	----------

### ELIN 0003

Price includes completing all work associated with **DEMO HP307** in accordance with the provided drawings and specifications, but excluding work described in ELIN 0001, 0002 and 0004. The price for this line item should include all applicable costs, overhead and profit for this work.

\$ \_\_\_\_\_

### ELIN 0004

Price includes completing all work associated with **DEMO HP308** in accordance with the provided drawings and specifications, but excluding work described in ELIN 0001, 0002 and 0003. The price for this line item should include all applicable costs, overhead and profit for this work.

\$ \_\_\_\_\_

**TOTAL ELIN 0001, 0002, 0003 and 0004:** \$ \_\_\_\_\_

Notes

- A. Offerors must be submitted on all line items. Failure to propose on all line items may result in the offeror being rejected as non-responsive.
- B. ELINs shall include all markups (overhead, labor burden, and profit).
- C. Award will be made on the total sum of ELIN 0001, ELIN 0002, ELIN 0003 and ELIN 0004.

PLANNED MODIFICATION NOTES

These notes only apply to ELIN 0002.

a. The estimated amount for Furniture, Fixtures and Equipment (FF&E) has been supplied by the Government, to provide offerors with the projected magnitude of effort. The estimated amount includes the actual cost of the FF&E including freight and installation charges. The Government FF&E Estimate is only an estimated amount.

b. If awarded, line items will be funded separately after completion of FF&E design package review by the Government, and receipt of appropriate funding by the Government. Requirements and details are provided in Section 01 30 01.00 22 DESIGN, PROCUREMENT AND INSTALLATION OF FURNITURE, FIXTURES, AND EQUIPMENT.

c. Bonding is not required for the design, procurement and installation of FF&E.

d. Offerors may propose a Handling and Administration Rate (HAR) for the FF&E not to exceed 5 percent. This fee will account for all administrative costs, overhead, bonding fees, administration of subcontracts, profit, and any other costs associated with and related to the coordination and processing of the procurement and installation of FF&E. The proposed HAR percentage will be incorporated into the contract award and will not be adjusted regardless of fluctuations from the estimate amount for the FF&E. The proposed HAR is a fixed rate.

e. The Government is not obligated to award the Planned Modification line item. Should the Government choose to award the Planned Modification; the line item will be awarded as a negotiated modification to the contract. The Contractor's proposed HAR will be applied to all vendor/supplier costs for the FF&E.

f. If awarded, the FF&E modification will be awarded at least six months prior to the contract completion date. A minimum of six months is required for the Contractor to purchase, deliver and install the FF&E without impacting the overall completion date of the project. The Contractor's schedule must assume the award of the FF&E as a modification. No schedule extensions will be granted if the modification is awarded at least six months prior to the contract completion date. If the Government decides to negotiate and award the modification with less

than six months prior to the contract completion date, the Contractor may be entitled to a contract extension and extended field overhead. A contract extension and extended field overhead will only be granted in those cases where the Contractor demonstrates that an accepted Final FF&E package was submitted within the approved schedule deadlines and sufficient lead time for the FF&E is not available and the Government's award of the modification is in the last six months of the contract.

General Decision Number: NC20230038 04/21/2023

Superseded General Decision Number: NC20220038

State: North Carolina

Construction Type: Building

County: Onslow County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

---

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at

after January 30, 2022:	least \$16.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2023.

If the contract was awarded on	Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	The contractor must pay
all	covered workers at least
extended on or after January	\$12.15 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of

the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	04/21/2023

IRON0848-005 07/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.35	16.65
-----		
-----		

\* PLUM0421-003 07/01/2022

	Rates	Fringes
PIPEFITTER.....	\$ 31.66	12.69
-----		
-----		

\* SUNC2011-019 08/24/2011

	Rates	Fringes
BRICKLAYER.....	\$ 19.00	0.00
CARPENTER (Drywall Hanging Only).....	\$ 13.83 **	0.00
CARPENTER (Form Work Only).....	\$ 13.38 **	1.80
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 16.39	4.26
CEMENT MASON/CONCRETE FINISHER...	\$ 15.80 **	0.00

ELECTRICIAN.....	\$ 20.64	6.68
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 17.37	1.82
LABORER: Common or General.....	\$ 11.13 **	0.32
LABORER: Landscape & Irrigation.....	\$ 9.13 **	0.28
LABORER: Pipelayer.....	\$ 13.35 **	2.80
LABORER: Mason Tender-Brick/Cement/Concrete.....	\$ 12.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.47	2.41
OPERATOR: Bulldozer.....	\$ 16.00 **	1.87
OPERATOR: Crane.....	\$ 19.77	4.48
OPERATOR: Forklift.....	\$ 13.86 **	0.00
OPERATOR: Grader/Blade.....	\$ 15.72 **	1.49
OPERATOR: Loader.....	\$ 16.17 **	0.25
PAINTER: Brush, Roller and Spray.....	\$ 12.35 **	0.00
PLUMBER.....	\$ 18.48	3.93
ROOFER.....	\$ 11.75 **	1.06
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.81 **	1.40
TRUCK DRIVER.....	\$ 13.38 **	1.48

-----  
-----



WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate

(current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey.

Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example:

SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey

completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the

response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**52.225-11 Buy American-Construction Materials under Trade Agreements.**

As prescribed in [25.1102\(c\)](#), insert the following clause:

BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEC 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, 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.

(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.

*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:

*[Contracting Officer to list applicable excepted materials or indicate "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 Act 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:

(End of clause)