


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12445123B0003	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02/13/2023	PAGE OF PAGES 1 54	

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1086205	6. PROJECT NO.
7. ISSUED BY USDA-FS CSA EAST 11 1720 PEACHTREE ST NW STE 876S ATLANTA GA 30309-2449	CODE 4451	8. ADDRESS OFFER TO Adam Doyle adam.doyle@usda.gov Kelvin Jackson kelvin.jackson1@usda.gov	
9. FOR INFORMATION CALL: 	a. NAME ADAM DOYLE		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

Contractor shall provide all materials, labor, equipment, tools, transportation, supervision, expertise, and other incidentals necessary, except as otherwise provided, to successfully complete the project noted below.

Project title: USDA-FS Ouachita National Forest, Shady Lake Recreation Area Pavilion Renovation

Set aside- **100% small business.**

NAICS: **238130**; PSC: **Z2FB**

Location: Polk County, Arkansas

Award date: 03/17/23. Tentatively scheduled Notice to Proceed (NTP) 03/27/2023.

11. The Contractor shall begin performance _____ 0 _____ calendar days and complete it within _____ 60 _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ 1 _____ copies to perform the work required are due at the place specified in Item 8 by _____ 1700 _____ (hour) local time _____ 03/15/2023 _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than _____ 30 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE		

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY USDA-FS CSA EAST 11 1720 PEACHTREE ST NW STE 876S ATLANTA GA 30309-2449	CODE 4451	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) KELVIN D. JACKSON
30b. SIGNATURE	31b. UNITED STATES OF AMERICA BY
30c. DATE	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

12445123B0003

PAGE

OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Contractor shall provide all materials, labor, equipment, tools, transportation, supervision, expertise, and other incidentals necessary, except as otherwise provided, to successfully complete the project noted below.</p> <p>Specific work requirements will be identified in the attached documents.</p> <p>Delivery: 60 Days After Notice to Proceed Delivery Location Code: 7A86 OUACHITA NATIONAL FOREST 100 RESERVE STREET HOT SPRINGS AR 71901 US</p> <p>Period of Performance: 03/27/2023 to 05/26/2023</p> <p>Shady Lake Pavilion Renovation Product/Service Code: Z2FB Product/Service Description: REPAIR OR ALTERATION OF RECREATIONAL BUILDINGS</p>				

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CARP0216-003 01/01/2022.....	Error! Bookmark not defined.
MILLWRIGHT.....\$ 29.90	11.58 Error! Bookmark not defined.
ENGI0624-006 01/01/2017	Error! Bookmark not defined.
POWER EQUIPMENT OPERATOR.....	Error! Bookmark not defined.
* IRON0321-010 03/01/2022	Error! Bookmark not defined.
IRONWORKER, STRUCTURAL.....\$ 23.50	19.96 Error! Bookmark not defined.
WAGE DETERMINATION APPEALS PROCESS	Error! Bookmark not defined.
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PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS

<i>Item</i>	<i>Supplies/Services</i>	<i>Qty</i>	<i>Unit of Issue</i>	<i>Unit Price</i>	<i>Total Price</i>
0001	Shady Lake Pavilion Renovation: Provide all material, labor, and equipment to repair existing structure at Shady Lake Recreation Area.	1	EA		

B.2 SCHEDULE NOTES

1. The contractor will provide all technical data and warranty information for the materials provided electronically.
2. The contractor shall remove all materials, construction debris and impacted vegetation from the site.
3. The contractor is responsible for any damage to government property.
4. All work will be performed in accordance with applicable, local, state, and federal building codes and regulations, and OSHA Safety Requirements.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT

The U.S. Forest Service is seeking to contract all labor, supervision, equipment, and materials to repair the Shady Lake Pavilion at its Shady Lake Recreation Areas. All work will be performed as detailed in the attached Project Specifications, drawings, and in accordance with all applicable building codes, ANSI, and ASTM standards as required. All components will be procured, applied, and installed per NEC guidelines, per manufacturer's recommendations and specifications, per industry standards, and per local, State, and Federal law.

The scope of work includes the following: reference the attached SOW's for specifics.

C.2 PROJECT LOCATION

(R08) SOUTHERN REGION
OUACHITA NATIONAL FOREST
POLK COUNTY, AR
MENA RANGER DISTRICT
SHADY LAKE PAVILION REPAIR

C.3 MAGNITUDE OF CONSTRUCTION PROJECT

FAR 36.204 Disclosure of the magnitude of construction projects: less than **\$25,000.00**

C.4 TECHNICAL SPECIFICATIONS

452.211-72 Statement of Work/Specifications (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D--PACKAGING AND MARKING

For this contract there is no Section D.

SECTION E--INSPECTION AND ACCEPTANCE

E.1 CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

F.1 CLAUSES

52.242-14 Suspension of Work (APR 1984)

52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** 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 **60 calendar days**. The time stated for completion shall include final cleanup of the premises.

F.2 OTHER REQUIREMENTS

452.236-75 Maximum Workweek - Construction Schedule. (NOV 1996)

Within 5 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 CLAUSES

452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within ____ days after the date of contract award. The conference will be held at _____.

Contracting Office:

CSA East #11 Construction/A&E section working in conjunction with Ouachita National Forest Office of the United States Forest Service, Department of Agriculture.

All written correspondence shall reference the solicitation number.

Contracting Officer:

USDA-FS

Primary POC email: adam.doyle@usda.gov

Secondary POC: kelvin.jackson1@usda.gov

Contracting Officer's Representative(s):

Garry Findley, Construction Manager

garry.findley@usda.gov

G.2 OTHER REQUIREMENTS

Invoices:

The vendor will provide an invoice for payment through Invoice Processing Platform (IPP). Each invoice will contain the following information:

1. Name of Contractor
2. Contractor Address
3. Contractor Phone Number
4. Contract Number
5. Date of Delivery or Receipt
6. Itemized List of Supplies or Services Furnished
7. Quantity, Unit Price, and/or Applicable Discounts
8. Signature of Person Receiving Supplies or Services associated with project

An invoice shall be submitted after each transaction in IPP stating total dollar value, supported by receipt copies. The information will be the responsibility of the contractor. Failure to provide this information will result in delayed payment.

FAR 52.236-26 Pre-construction Conference

Prior to commencement of the contract, the Contracting Officer will arrange a meeting with the Contractor to discuss the awarded contract requirements.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES

452.228-71 Insurance Coverage NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence. (2) The Contractor shall have property damage liability insurance shall be required in the amount of ____ * ____ per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

452.237-74 Key Personnel (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: see H-2.

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below.

After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H-2 SUPERINTENDENCE BY CONTRACTOR

The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his/her own prepared letterhead

stationery or a "Designation of Contractor's Representative" form available from the Contracting Officer. If the Contractor or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on-site that is fully conversant in the English language.

H-3 INCIDENTAL PAY ITEMS

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

H-4 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

Rock and mineral soil excavated within the normal excavation shall be conserved and used as needed. No Government designated rock source areas are provided for this contract. Borrow material may be obtained on-site, but only at the approval of the Contracting Officer's Representative (COR) and Contracting Officer (CO).

Unless designated in the contract, disposal areas shall be designated by the COR/CO prior to placement of any material at the designated staging areas shown on the plans and are for clearing, grubbing and excavation materials only. No man-made products shall be placed in designated disposal areas unless approved in advance by the COR/CO.

H-5 SALVAGE RIGHTS

No Contractor salvage rights exist under the contract unless specifically provided elsewhere herein.

H-6 LEAD CONTAINMENT & REMOVAL

There should be no known lead concerns for this repair.

H-7 CAMPING PERMIT COMPLIANCE

Contractor is not permitted to camp on US Forest Service site.

H-8 BLASTING

Blasting shall NOT be allowed at any time during the duration of either project.

H-9 AIRCRAFT USE

There should be no need to utilize an aircraft for these projects.

H-10 LANDSCAPE PRESERVATION AND HAZARDOUS MATERIALS

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer. The Contractor shall make all reasonable attempts to preserve the scenic and natural environment within and adjacent to this construction project.

(b) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, lakes, reservoirs, and other surface waters.

(1) Wash water or waste from concrete, aggregate or other operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

H-11 ARCHAEOLOGICAL AND HISTORIC SITES

None known.

H-12 PROTECTION OF HABITAT OF ENDANGERED, THREATENED AND SENSITIVE SPECIES

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, will be identified on the ground by FS staff.

H-13 STREAM & OTHER RESTRICTIONS

None noted.

H-14 SPILL PLAN

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer and containment capacity of up to 120% of the tank capacity. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the Government, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations.

The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government for the containment and cleanup of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

H-15 EQUIPMENT CLEANING

All off-road equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. "Off-road equipment" includes all logging and construction equipment and such brushing equipment as brush hogs, masticators, and chippers; it does not include log trucks, chip vans, service vehicles, water trucks, pickup trucks, and similar vehicles not intended for off-road use.

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required. Contractor shall notify the Contracting Officer in accordance with Project Specifications, so that arrangements can be made for inspection.

If the project area is known to contain noxious weeds, the equipment shall be cleaned before moving to other Forest Service system lands which do not contain noxious weeds.

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I.1 CLAUSES

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):

Federal Acquisition Regulation (FAR) Clauses:

<https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

52.202-1	Definitions (JUN 2020)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)
52.203-7	Anti-Kickback Procedures (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

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- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
- 52.203-17 Contractor Employee Whistleblower Rights & Requirements to Inform Employees of Whistleblower Rights (JUN 2020)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-2 Security Requirements (MAR 2021) Alternate II (APR 1984)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 52.204-14 Service Contract Reporting Requirements (OCT 2016)
- 52.204-15 Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)
- 52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.210-1 Market Research (NOV 2021)
- 52.214-26 Audit and Records – Sealed Bidding (JUN 2020)
- 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (JUN 2020)
- 52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (JUN 2010)
- 52.214-29 Order of Precedence – Sealed Bidding (JAN 1986)
- 52.215-2 Audit and Records -- Negotiation (JUN 2020)
- 52.215-8 Order of Precedence—Uniform Contract Format (OCT 1997)
- 52.219-3 Notice of Total HUBZone Set-Aside or Sole Source Award (OCT 2022)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2020)
- 52.219-8 Utilization of Small Business Concerns (OCT 2022)(**DEVIATION DEC 2022**)
- 52.219-16 Liquidated Damages --Subcontracting Plan (SEP 2021)
- 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022)
- 52.219-28 Post Award Small Business Program Rerepresentation (OCT 2022)
- 52.219-29 Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022)
- 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)

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52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (MAY 2018)
52.222-6	Construction Wage Rate Requirement (AUG 2018)
52.222-7	Withholding of Funds (MAY 2014)
52.222-8	Payrolls and Basic Records (JUL 2021)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (MAY 2014)
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 (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2016)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.222-50	Combating Trafficking in Persons (NOV 2021)
52.222-54	Employment Eligibility Verification (MAY 2022)
52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022)
52.222-62	Paid Sick Leave under Executive Order 13706 (JAN 2022)
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
52.223-3	Hazardous Material Identification and Material Safety Data Alt 1 (FEB 2021)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (JUN 2014)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.223-21	Foams. (JUN 2016)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.227-1	Authorization and Consent (JUN 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-2	Additional Bond Security (OCT 1997)
52.228-5	Insurance -- Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (AUG 2018)
52.228-12	Prospective Subcontractor Requests for Bonds (DEC 2022)
52.228-14	Irrevocable Letter of Credit (NOV 2014)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-17	Interest (MAY 2014)
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)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021) (DEVIATION APR 2020)
52.233-1	Disputes (MAY 2014) Alt 1 (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
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52.236-15	Schedules for Construction Contracts (APR 1984)
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52.246-21	Warranty of Construction (MAR 1994) Alternate I (MAR 1994)
52.248-3	Value Engineering – Construction (OCT 2020)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984) Alternate I (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)
452.232-70	Reimbursement for Bond Premiums - Fixed-Price Construction Contracts (NOV 1996)
452.236-70	Additive or Deductive Items (FEB 1988)
452.236-71	Prohibition Against the Use of Lead-Based Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archaeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution (NOV 1996)

452.236-76 Samples and Certificates (FEB 1988)
452.236-77 Emergency Response (NOV 1996)

52.225-9 Buy American Act-Construction Materials (OCT 2022)

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

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

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

- (i) A commercial 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 component 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 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. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial 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;

- (F) Location of the construction project;
 (G) Name and address of the proposed supplier; and
 (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

*[*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)

52.228-11 Individual Surety - Pledge of Assets (FEB 2021) (DEVIATION APR 2020)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond -

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) [28.203-1](#); and

(2) Standard Form 28, Affidavit of Individual Surety, [except that the words “being duly sworn, depose and say” on the Standard Form 28 are replaced with the word “affirm”]

and the Standard Form 28 is not required to be sworn and notarized in block 12].

- (b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—
- (1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.
 - (2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.
 - (3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.
- (c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—
- (1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.
 - (2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.
 - (3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.
- (d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

52.252-6 Authorized Deviations in Clauses (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

J.1 ATTACHMENTS

Description	# of Pages
SF1442	3
DBA Wages (Polk County)	5
Shady Lake Pavilion Specs	8
Shady Lake Pavilion Plans	6
Shady Lake Pavilion SOI	1

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"General Decision Number: AR20230010 01/06/2023

Superseded General Decision Number: AR20220010

State: Arkansas

Construction Type: Building

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

County: Polk County in Arkansas.

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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	. The contractor must pay all covered workers at 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 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$12.15 per hour (or the 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

PAINTER (Brush and Roller).....	\$ 17.78	0.00
PLUMBER.....	\$ 17.73	2.84
TRUCK DRIVER: Dump Truck.....	\$ 15.00 **	0.00

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

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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

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FAC 2023-01 dated December 30, 2022

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- * 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 DECISIO"

SHADY LAKE PAVILION RENOVATIONS SHADY
LAKE RECREATIONAL AREA



USDA FOREST SERVICE OUACHITA NATIONAL FOREST
MENA RANGER DISTRICT, ATHENS, AR

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01 – General Requirements

Section 1.01 SUMMARY OF WORK

The project is located at Shady Lake Recreation Area (Athens, AR). Scope of work shall include the following:

- Replace damaged upper and lower guardrails
- Replace damaged balusters
- Replace damaged support post
- Replace damaged rafters
- Replace damaged roof joist
- Replace damaged roof decking
- Replace all roofing shingles of pavilion
- Paint all new and existing wooden surfaces

The contractor shall provide all labor, tools, equipment, and materials for renovation.

Section 1.02 PROJECT COORDINATION

Notify the Contracting Officer Representative (COR), 48-hour notice before the start of work. The contractor shall perform the work in a manner that will protect the safety of the public and employees. The building will be occupied during installation. All quantities provided are approximate. The contractor will verify all existing quantities before bidding contractor will contact and coordinate with the COR for an onsite pre-bid visit.

The contractor shall perform the work between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding federal holidays and weekends, unless arrangements have been made with the COR. The contractor is responsible for any damage to government property caused by their work.

Section 1.03 SUBMITTAL PROCEDURES

The contractor will furnish submittals on all project materials and have prior approval before installation. Submittals will meet all applicable building codes, ANSI, and ASTM standards as required. Submittals shall be made prior to and approved before commencing any work that relates to the respective submittal.

Incomplete information on the proposed items will result in rejection. The contractor shall submit two sets of the manufacturer's information (cut sheets). This information shall include:

1. Product name and model number
2. Manufacturer
3. Product description (include sizes if different from specified)
4. Technical data
5. Warranties

Section 1.04 QUALITY CONTROL

Coordination with the named COR in the award letter is imperative before work commences. The contractor shall provide workers with the necessary skills and knowledge to complete the work in an expert and competent manner and provide factory representatives, subcontractors, or consultants as needed with no additional costs to the government. The government intends that expert and experienced workers perform the work described in this contract. The quality of work shall result in an operable product free from defects and leaks.

Section 1.05 CONTRACT CLOSEOUT

1. The contractor will provide all technical data and warranty information for the materials provided electronically.
2. The contractor shall remove all materials, construction debris and impacted vegetation from the site.
3. The contractor is responsible for any damage to government property.
4. All work will be performed in accordance with applicable, local, state, and federal building codes and regulations, and OSHA Safety Requirements.

02 – Execution

Section 1.06 TECHNICAL SPECIFICATIONS

A. ROUGH CARPENTRY

1. Remove and dispose of all damaged areas of pavilion. (Shown in Attachment A: Drawings)
2. Timbers removed shall be replaced with new timbers in kind (debarked and of the same species and dimensions) and approved by the COR.
3. Timbers must be secured in place as previously fastened. Construction shall use connection details matching the existing materials.
4. Damaged decking shall be replaced with rough sawn lumber with width varying 6"-8" and thickness matching the existing decking. (Shown in Attachment A: Drawings)
5. PROPER DISPOSAL in this contract means that the material being recycled, removed, or otherwise dealt with is in accordance with all local, state, federal laws, and these specifications. All removed items, debris, slash, etc. shall be disposed of off of Government property unless specifically noted elsewhere.
6. Railing line posts to be replaced shall be anchored to concrete. Anchor proposal shall be submitted to COR for approval.

B. PAINTING

1. Preparation
 - a. Replaced wood surfaces shall be cleaned of all foreign matter including dirt, dust, and all other foreign matter. Apply a prime coat to all new members.
 - b. Existing paint shall be cleaned of all foreign matter including dirt, dust, and all other foreign matter. Remove all flaking, cracking, blistering, peeling, or otherwise deteriorated paint by scraping with hand scrapers.
2. Application
 - a. All exterior wooden surfaces shall receive one coat paint minimum (no primer) but shall be sufficient to cover the existing paint and have a uniform color and finish.

- b. No exterior painting shall be done in rainy, damp, or frosty weather or until the surface is thoroughly dry.
 - c. No paint shall be applied when the temperature is below 40 degrees F or when the temperature is likely to be reached within 48 hours.
 - d. No paint shall be applied when the temperature is less than 5 degrees F above the dew point.
 - e. All paint shall be applied in accordance with the manufacturer's recommendations unless otherwise directed.
 - f. All coats shall be thoroughly dried before applying succeeding coats with sanding between coats where necessary. Comply with manufacturer's recommendation for drying time between succeeding coats.
 - g. Finish coats shall be smooth, free of brush marks, streaks, laps, or pole of paints, and skipped or missed areas.
 - h. Regardless of number of coats specified, apply as many coats as necessary for complete hide and uniform appearance.
 - i. Keep brushes, rollers, and spraying equipment clean, dry, free from contaminates, and suitable for the finish required.
 - j. Make edges of paint adjoining other materials or colors stain and sharp with no overlapping.
3. Product
- a. Paint Type (Exterior wood siding and trim) shall be Sherwin Williams Emerald® Exterior Paint.
 - b. COLORS: The color shall match existing paint and be approved by the COR.

C. ROOFING

1. Preparation
- a. Protect existing construction and landscaping from damage.
 - b. Completely remove the existing roofing system. All shingles, underlayment, and flashing shall be removed. Any fasteners that remain after the removal of the shingles and underlayment shall be removed or made flush with the structural surface of the roof.
 - c. Inspect the structural roof deck after the roofing system has been removed. Inform the COR of any areas of concern.

- d. Maintain temporary protection to prevent water from entering the building from the time the roof is removed until the new roof is completed.
- e. Proper Disposal in this contract means that the material being recycled, removed, or otherwise dealt with is in accordance with all local, state, federal laws, and these specifications. All removed items, debris, slash, etc. shall be disposed of off Government property unless specifically noted elsewhere.

2. Application

- a. Application shall be in strict accordance with manufacturers' instructions. All materials used shall be compatible and installed per the manufacture's written recommendations.

3. Product

- a. SHINGLES shall be CertainTeed Presidential Shake IR or GAF Timberline Armorshield II SBS Modified IR or equal.
 - (1) Type: Laminated asphalt, double thick asphalt strips with random cut tabs to emulate a wood shake roof.
 - (2) Impact Resistance UL 2218 Class 4
 - (3) Fire Resistance UL Class A
 - (4) 30 year manufacturer's warranty, 5 years wind (shingles and labor)
 - (5) Algae resistance 10 year warranty
 - (6) COLOR: To be selected by the COR to match existing from manufacture's standard colors.
- b. UNDERLAYMENT Meets or exceeds the physical requirements of ASTM D226 and D4869 Meets the requirements for a fire resistance Class A. The underlayment shall be of a breathable type material.
- c. RIDGE CAP The ridge cap shall be compatible with the roofing shingles.
- d. FASTENERS shall be 11 gauge galvanized roofing nails with 3/8" diameter heads. Length shall be as specified by the manufacturer (printed on wrapper). Fasteners shall not penetrate interior finishes.
- e. FLASHING shall be aluminum, stainless steel, or copper minimum 24 gauge.

ATTACHMENT A- DRAWINGS

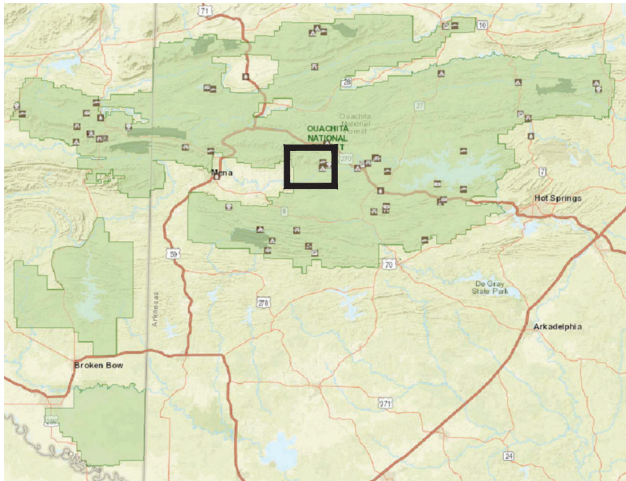
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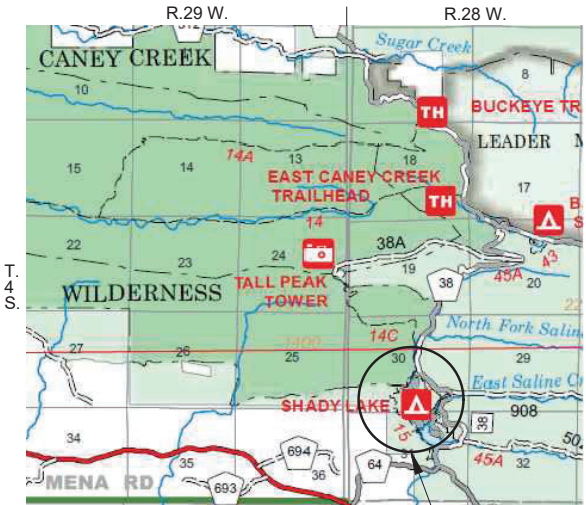
United States Department of Agriculture
Forest Service

(R08) SOUTHERN REGION
OUACHITA NATIONAL FOREST
POLK COUNTY, AR
MENA RANGER DISTRICT
SHADY LAKE PAVILION REPAIR

INDEX OF SHEETS		
SHEET	SHEET TITLE	DATE
G-001	COVER SHEET	
A-101 - A-105	CONSTRUCTION DIAGRAM	



PROJECT LOCATION



PROJECT LOCATION

RECOMMENDED BY:

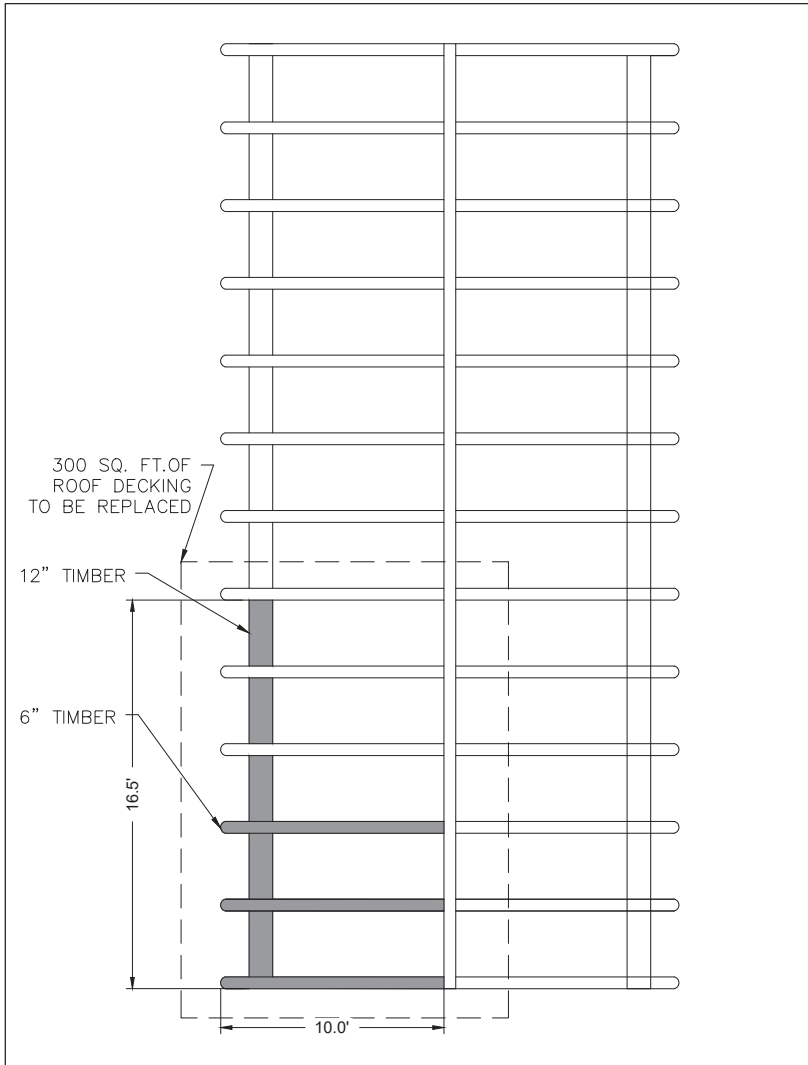
TECHNICAL SERVICE TEAM LEADER _____ DATE _____

RECREATION, PLANNING, HERITAGE, AND WILDERNESS STAFF OFFICER _____ DATE _____

DISTRICT RANGER _____ DATE _____

FOREST SUPERVISOR _____ DATE _____
Digitally signed by TROY HEITHECKER
Date: 2022.08.10 15:51:20 -05'00'

TOP VIEW



- NOTE:
1. HATCHED AREAS TO BE REPLACED.
 2. DIMENSIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL MATCH EXISTING MATERIALS.
 3. ALL NEW AND EXISTING WOODEN MEMBERS SHALL BE PAINTED.
 4. PAVILION ROOFING SHALL BE REMOVED AND REPLACED.



United States Department of Agriculture
Forest Service

REGION 8
SOUTHERN REGION

PROJECT NAME

**SHADY LAKE PAVILION
REPAIR**

**OUACHITA NATIONAL
FOREST**

MENA RANGER DISTRICT

DRAWING TITLE

CONSTRUCTION DIAGRAM

TOP VIEW

DATE

07/2022

ARCHIVE NO.

ARCHIVE_NUMBER

DESIGNER

EMG

DRAWN

EMG

CHECKED

AAC

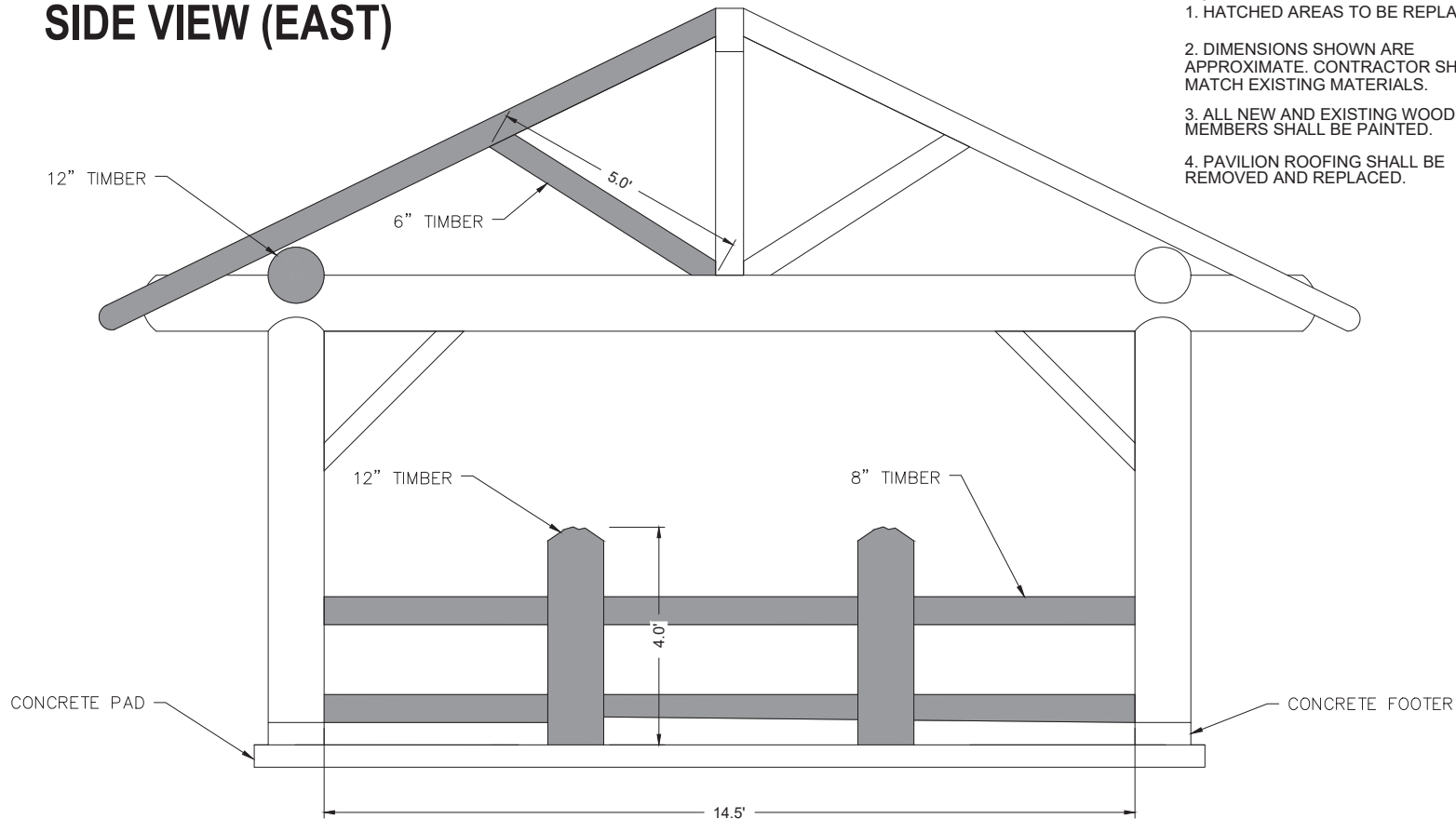
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A-101

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SIDE VIEW (EAST)



- NOTE:
1. HATCHED AREAS TO BE REPLACED.
 2. DIMENSIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL MATCH EXISTING MATERIALS.
 3. ALL NEW AND EXISTING WOODEN MEMBERS SHALL BE PAINTED.
 4. PAVILION ROOFING SHALL BE REMOVED AND REPLACED.



United States Department of Agriculture
Forest Service

REGION 8
SOUTHERN REGION

PROJECT NAME

**SHADY LAKE PAVILION
REPAIR**

**OUACHITA NATIONAL
FOREST**

MENA RANGER DISTRICT

DRAWING TITLE

**ELEVATION EAST
SIDE VIEW (EAST)**

DATE

07/2022

ARCHIVE NO.

ARCHIVE_NUMBER

DESIGNER

EMG

DRAWN

EMG

CHECKED

AAC

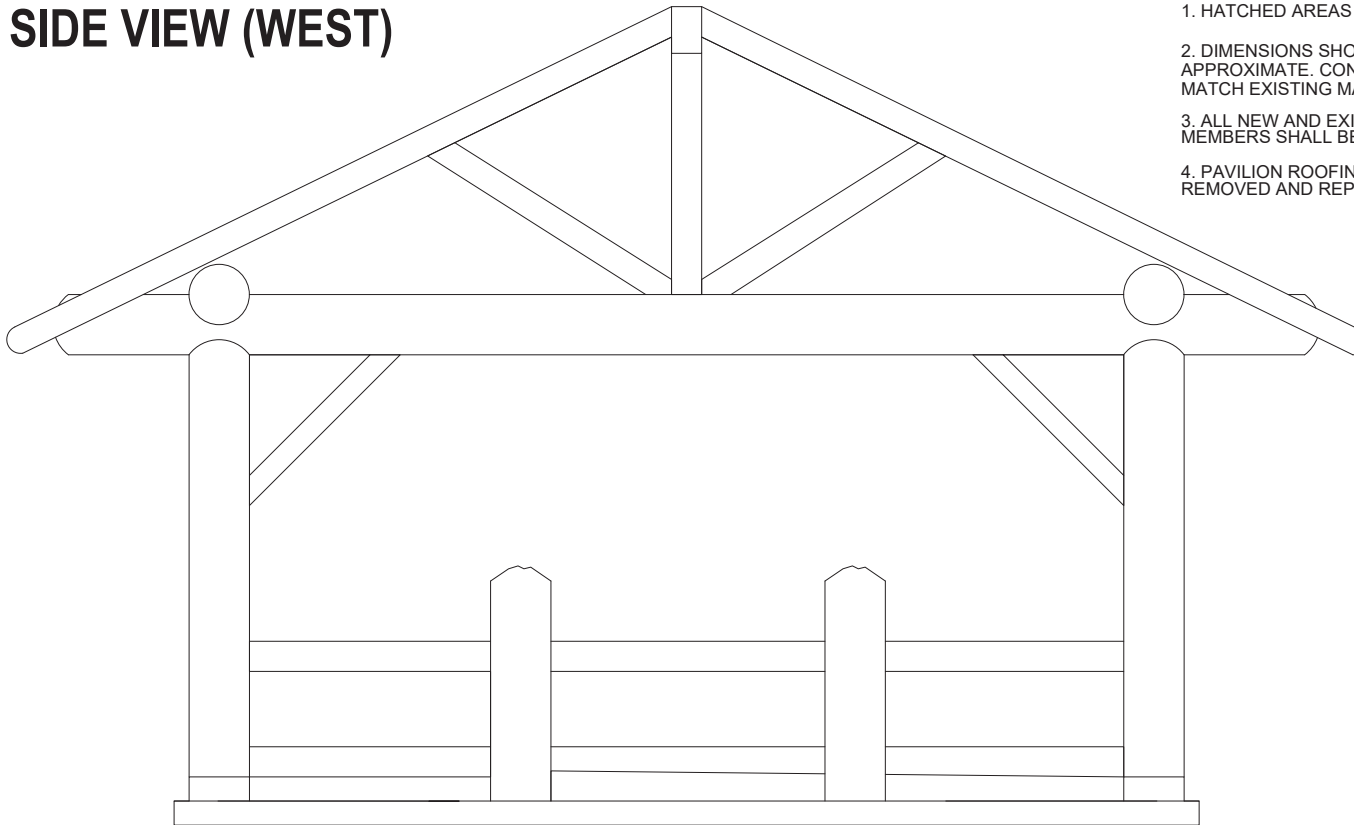
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SIDE VIEW (WEST)



- NOTE:
1. HATCHED AREAS TO BE REPLACED.
 2. DIMENSIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL MATCH EXISTING MATERIALS.
 3. ALL NEW AND EXISTING WOODEN MEMBERS SHALL BE PAINTED.
 4. PAVILION ROOFING SHALL BE REMOVED AND REPLACED.



United States Department of Agriculture
Forest Service

REGION 8
SOUTHERN REGION

PROJECT NAME

**SHADY LAKE PAVILION
REPAIR**

**OUACHITA NATIONAL
FOREST**

MENA RANGER DISTRICT

DRAWING TITLE

**ELEVATION WEST
SIDE VIEW (WEST)**

DATE

07/2022

ARCHIVE NO.

ARCHIVE_NUMBER

DESIGNER

EMG

DRAWN

EMG

CHECKED

AAC

PROJECT NO.

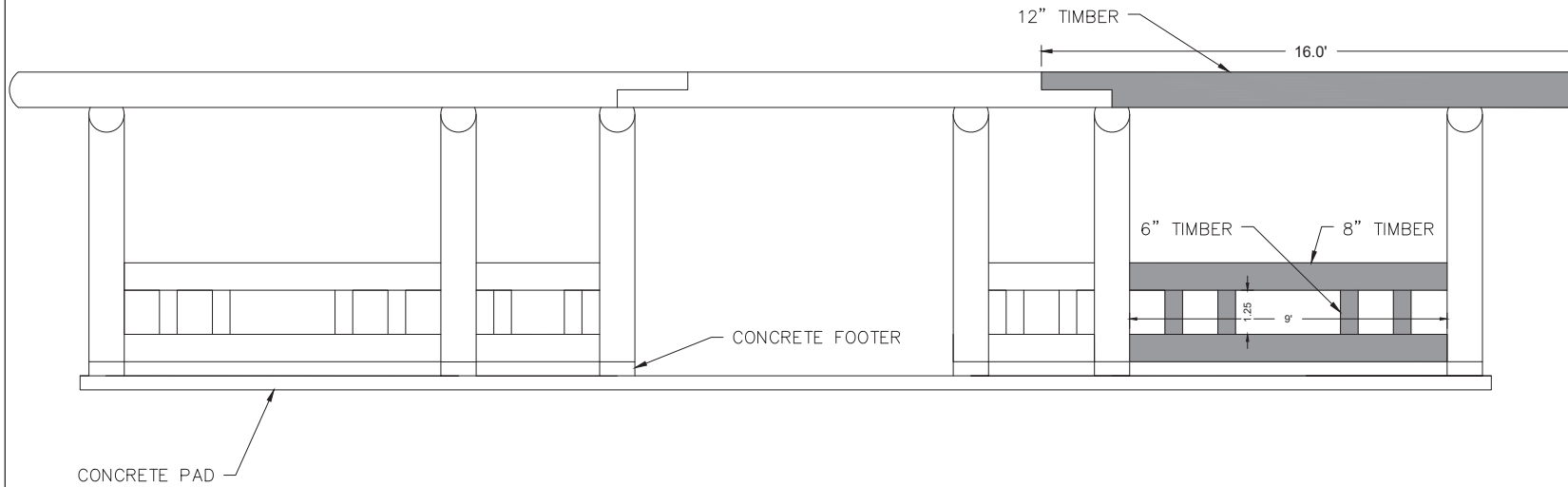
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SIDE VIEW (SOUTH)

- NOTE:
1. HATCHED AREAS TO BE REPLACED.
 2. DIMENSIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL MATCH EXISTING MATERIALS.
 3. ALL NEW AND EXISTING WOODEN MEMBERS SHALL BE PAINTED.
 4. PAVILION ROOFING SHALL BE REMOVED AND REPLACED.



United States Department of Agriculture
Forest Service

REGION 8
SOUTHERN REGION

PROJECT NAME

**SHADY LAKE PAVILION
REPAIR**

**OUACHITA NATIONAL
FOREST**

MENA RANGER DISTRICT

DRAWING TITLE

**ELEVATION SOUTH
SIDE VIEW (SOUTH)**

DATE

07/2022

ARCHIVE NO.

ARCHIVE_NUMBER

DESIGNER

EMG

DRAWN

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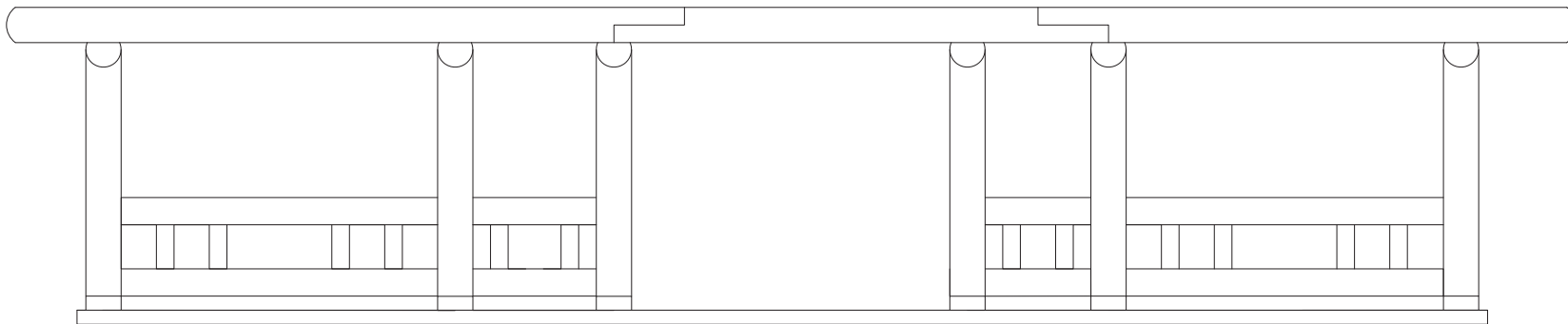
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- NOTE:
1. HATCHED AREAS TO BE REPLACED.
2. DIMENSIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL MATCH EXISTING MATERIALS.
3. ALL NEW AND EXISTING WOODEN MEMBERS SHALL BE PAINTED.
4. PAVILION ROOFING SHALL BE REMOVED AND REPLACED.



United States Department of Agriculture
Forest Service

REGION 8
SOUTHERN REGION

PROJECT NAME

**SHADY LAKE PAVILION
REPAIR**

**OUACHITA NATIONAL
FOREST**

MENA RANGER DISTRICT

DRAWING TITLE

ELEVATION NORTH
SIDE VIEW (NORTH)

DATE

07/2022

ARCHIVE NO.

ARCHIVE_NUMBER

DESIGNER

EMG

DRAWN

EMG

CHECKED

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PROJECT NO.

DWG SHEET NO.

A-105

SHADY LAKE PAVILION SCHEDULE OF ITEMS

#	UNIT	QUANTITY	UNIT COST	ITEM DESCRIPTION	TOTALS
Base Bid	Lump Sum	1		Shady Lake Pavilion Renovation: Provide all material, labor, and equipment to repair existing structure at Shady Lake Recreation Area.	
				TOTAL COST	<hr/>

PART IV--REPRESENTATIONS AND INSTRUCTIONS

SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 PROVISIONS

52.204-8 Annual Representations and Certifications (DEC 2022) (DEVIATION DEC 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238130.

(2) The small business size standard is \$16.5M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition -

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal

Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II).

(DEVIATION DEC 2022) This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This

provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates-II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.204-20, Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

- ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ☐ (vii) 52.227-6, Royalty Information.
 - ☐ (A) Basic.
 - ☐ (B) Alternate I.
- ☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in any updates to the representations and certifications posted on SAM.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that—

(1) **It ☐ will, ☐ will not** provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (c)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (c)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
- (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
- (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.209-7 Information Regarding Responsibility Matters (OCT 2018)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or

grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under Any Federal Law (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) **It is ☐ is not ☐** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

☐ Offeror elects to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Provisions:

<https://www.acquisition.gov/browse/index/far> (FAR Provisions begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Provisions:

<https://www.acquisition.gov/agar> (AGAR Provisions begin with 452)

Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

52.204-6	Data Universal Numbering System Number (OCT 2016)
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
52.204-22	Alternative Line-Item Proposal (JAN 2017)
52.214-3	Amendments to Invitations for Bids (DEC 2016)
52.214-4	False Statements in Bids (APR 1984)
52.214-5	Submission of Bids (DEC 2016)
52.214-6	Explanation to Prospective Bidders (APR 1984)
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids (NOV 1999)
52.214-18	Preparation of Bids – Construction (APR 1984)
52.214-19	Contract Award – Sealed Bidding – Construction (AUG 1996)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.214-35	Submission of Offers in US Currency (APR 1991)

L.2 QUOTE PREPARATION INSTRUCTIONS:

- 1) Offeror must have an active entity registration at <https://www.sam.gov/SAM/> in order to submit an offer.
- 2) All offers shall include:
 - a) Price Quote
 - i) Signed Standard Form 1442, Solicitation/Offer/Award Construction, Alteration, Repair (blocks 14 – 20c).
 - ii) Section B - Schedule of Items, All blocks must be completed by the offeror. All Items must be priced.

- iii) Section K - Offeror Representations and Certifications – Complete the requested information in each applicable provision in Section K (52.204-8, 52.204-24). Only return the applicable provisions, not the entire solicitation.
 - iv) Acknowledgement of solicitation amendments (if any). This can be accomplished by completing section 19 on the SF-1442 or by submitting the signed SF-30(s) from sam.gov with your price proposal.
- b) Technical Quote
- The technical quote shall include, at a minimum, the information identified below in sufficient detail to allow for evaluation based on the criteria identified in Section M Evaluation Criteria. It is strongly suggested that offerors organize their technical proposal with individual sections that address each of the following evaluation criteria:
- i) Factor 1. Past Performance: submit at a minimum 1, no more than 3, relevant past work the contractor has performed with the past 3 years along with contact information so the government may contact prior customers to evaluate past performance. Information should include the project name, location, description of the work, dollar value and name/phone/email of project owner representative.
- 3) Contact the Contracting Officer by telephone or by e-mail if you do not understand any part of these instructions.
- 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 2014)**
- (a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.
- (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
- (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered are, are as follows:

Goals for minority participation for each trade

6.6%

Goals for female participation for each trade

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Polk County, AR.**

52.225-10 Notice of Buy American Act Requirement—Construction Materials (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by

adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

452.228-70 Alternative Forms of Security (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to USDA Forest Service.

SECTION M--EVALUATION FACTORS FOR AWARD

M.1 AWARD

Award will be made to the lowest priced, responsible offeror who is responsive to the solicitation. Responsibility will be determined in accordance with FAR Subpart 9.104-1.