


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12445123Q0007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02/21/2023	PAGE	OF PAGES
				1	3

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1085795	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	
9.  FOR INFORMATION CALL:	a. NAME RICHARD HUFFMAN	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 501-431-7084	

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)

SCOPE of WORK: The US Forest Service Boston Mountain Ranger District requires wastewater lift station rehabilitation work at the Shores lake Day Recreation Area. The Scope of Work will consist of removal and replacement of duplex pump station controls, control enclosures, float switches, electrical wiring, and incidental plumbing pipe replacement. The work will also include the installation of wastewater effluent pumps.

LOCATION: The project is located at the Shores Lake Day Use recreation area, which is approximately 15 miles north of Mulberry, AR via AR State Hwy 215, then Franklin County Road 75 / Forest Service Road 1505.

TYPE of CONTRACT: The results of this solicitation will be the award of a Firm Fixed Price contract.

ORIGINAL SET ASIDE: This contract is set aside for small business.

MAGNITUDE: Between \$50,000 and \$100,000.

LAST DAY for QUESTIONS: 03/31/2023 1500 CT

SITE VISIT: 03/27/2023

PROPOSALS DUE: 04/24/2023 1500CT POC- Danny Sims, danny.sims@usda.gov

SUBMITTAL METHOD: All bids will be emailed to: richard.huffman@usda.gov

CC: steven.alves@usda.gov. You may call 501-431-7084 to confirm receipt.

NAICS: 237110

11. The Contractor shall begin performance <u>15</u> calendar days and complete it within <u>60</u> 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 15
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>1700</u> (hour) local time <u>04/24/2023</u> (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 type="checkbox"/> is, <input checked="" 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 <u>60</u> 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 _____ 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) STEVEN J. ALVES
30b. SIGNATURE	30c. DATE
	31b. UNITED STATES OF AMERICA BY
	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

12445123Q0007

PAGE

OF

3

3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 15 Days After Notice to Proceed Delivery Location Code: 7J23 USDA FOREST SERVICE BOSTON MOUNTAIN RANGER DISTRICT 1803 NORTH 18TH STREET OZARK AR 72949 US Period of Performance: 04/30/2023 to 07/08/2023				
0001	MOBILIZATION Product/Service Code: Z2PD Product/Service Description: REPAIR OR ALTERATION OF WASTE TREATMENT AND STORAGE FACILITIES				
0002	DEMO Product/Service Code: Z2PD Product/Service Description: REPAIR OR ALTERATION OF WASTE TREATMENT AND STORAGE FACILITIES				
0003	PUMPS Product/Service Code: Z2PD Product/Service Description: REPAIR OR ALTERATION OF WASTE TREATMENT AND STORAGE FACILITIES				
0004	CONTROL PANEL Product/Service Code: Z2PD Product/Service Description: REPAIR OR ALTERATION OF WASTE TREATMENT AND STORAGE FACILITIES				
0005	GRAY WATER ACCESS Product/Service Code: Z2PD Product/Service Description: REPAIR OR ALTERATION OF WASTE TREATMENT AND STORAGE FACILITIES				

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PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS

USDA FOREST SERVICE OZARK-ST. FRANCIS NF SHORES LAKE LIFT STATION
Schedule of Items

Item	Supplies/Services	Qty	Unit of Issue	Unit Price	Total Price
0001	MOBILIZATION	1	LPSM	\$	\$
0002	DEMO	1	LPSM	\$	\$
0003	PUMPS	1	LPSM	\$	\$
0004	CONTROL PANEL	1	LPSM	\$	\$
0005	GRAY WATER ACCESS	1	LPSM	\$	\$
TOTAL ESTIMATED COST					\$

B.2 SCHEDULE NOTES

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT

The Scope of Work consists of removal and replacement of duplex pump station controls, control enclosures, float switches, electrical wiring, and incidental plumbing pipe replacement. The work includes the installation of wastewater effluent pumps.

C.2 PROJECT LOCATION

LOCATION: The project is located at the Shores Lake Day Use recreation area, which is approximately 15 miles north of Mulberry, AR via AR State Hwy 215, then approximately 0.5 miles on Franklin County Road 75 / Forest Service Road 1505.

C.3 MAGNITUDE OF CONSTRUCTION PROJECT

MAGNITUDE: Between \$25,000 and \$100,000.

C.4 TECHNICAL SPECIFICATIONS

Technical Specifications are included in the ATTACHMENT 001 - SHORES LAKE LIFT STATION REHAB PROJECT 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

D.1 PACKING AND MARKING

All shipments of materials, equipment and/or supplies shall be addressed to the Contractor and not to the Government.

D.2 PROJECT LABELING FOR OFFICIAL CORRESPONDENCE

The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communication starting upon notice of award.

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 15 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

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 10 days after the date of contract award. The conference will be held at ___TEAMS_ as arranged by COR.

G.2 OTHER REQUIREMENTS

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES

452.237-74 Key Personnel (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: **Project Manager.**
- (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 OTHER REQUIREMENTS

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](#)

52.204-13	System for Award Management Maintenance (OCT 2018)
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)
52.215-8	Order of Precedence—Uniform Contract Format (OCT 1997)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)
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)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
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)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
2.223-15	Energy Efficiency in Energy Consuming Products (MAY 2020)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.232-5	Payments under Fixed-Price Construction Contracts (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)
52.236-5	Material and Workmanship (APR 1984)
52.246-21	Warranty of Construction (MAR 1994)
52.253-1	Computer Generated Forms (JAN 1991)
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)

52.252-6 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

001 USDA FOREST SERVICE, OZARK-ST. FRANCIS NATIONAL FORESTS,
SHORES LAKE LIFT REHAB PROJECT SPECIFICATIONS

002 WAGE DETERMINATION, FRANKLIN COUNTY, ARKANSAS: AR 20230046
- 01/06/2023

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 238160 Roofing Contractors.

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

(xviii) 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.

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(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.

(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 Items. 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 (e)(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 (e)(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.

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)

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

- 52.204-7 System for Award Management (OCT 2018)
- 52.215-1 Instructions to Offerors--Competitive Acquisition (NOV 2021)
- 452.215-72 Amendments to Proposals (FEB 1988)

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

Goals for female participation for each trade

_____ 16.4% _____

_____ 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 Franklin County, Arkansas.

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.

Alternate I (May 2014). As prescribed in 25.1102(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

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.

L.2 QUOTE PREPARATION INSTRUCTIONS

NOTICE TO BIDDERS

SF-1442 INFORMATION

Item 11: COMPLETION DATE: Work shall be completed within 60 days after receiving Notice to Proceed.

Item 12A: PERFORMANCE AND PAYMENT BONDS: REQUIRED

Item 12B: BID BOND AMOUNT: N/A

Item 19: ACKNOWLEDGMENT OF AMENDMENTS: FAILURE TO ACKNOWLEDGE AMENDMENTS, IN ITEM 19 OF THE SF-1442, BY THE DESIGNATED DATE AND HOUR SPECIFIED IN THE SOLICITATION MAY RESULT IN REJECTION OF YOUR BID. If amendments are issued, they will be posted to www.sam.gov.

Ozark St Francis National Forest
Boston Mountain Ranger District
Solicitation #12445123Q0007
FAC 2023-01 Dated 12/30/22
Attachment 001
Page 28

PRE-BID INFORMATION

ELECTRONIC BID SUBMISSION. Submit an electronic copy of your bid package to:
richard.huffman@usda.gov with the following documents:

SF-1442, Solicitation, Offer & Award, Pages 1 and 2

B.1 SCHEDULE OF ITEMS

H.1 Key Personnel Identified

I.1 Buy American Act & Hazardous Materials, Attachment A (If needed)

Email: Your bid shall be emailed to: richard.huffman@usda.gov; CC steven.alves@usda.gov

SECTION M--EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS

M.2 PROPOSAL EVALUATION

Proposals will be evaluated using the Least Cost Process as defined in FAR 15.101. Evaluation will be conducted in accordance with FAR 15.305 Proposal Evaluation as supplemented by information in this solicitation. All responses received to this solicitation will be evaluated as to price and responsiveness. The award will be to the offeror that is responsive at least cost to the government.

M.3 TECHNICAL EVALUATION FACTORS

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

SHORES LAKE DAY USE AREA LIFT STATION REHAB PROJECT SPECIFICATIONS

**USDA FOREST SERVICE
OZARK ST. FRANCIS NATIONAL FORESTS
BOSTON MOUNTAIN RANGER DISTRICT
OZARK ARKANSAS**

1 December 2022

01 - GENERAL REQUIREMENTS

1.1 SUMMARY OF WORK

The wastewater lift station rehab project is located at the Shores Lake Day Use recreation area, which is approximately 16 miles north of Mulberry, AR via AR State Hwy 215, and Franklin County Road 75. The work will consist of removal and replacement of duplex pump station controls, control enclosures, float switches, electrical wiring, and incidental plumbing pipe replacement. The work will also include the installation of wastewater effluent pumps.

The septic system consists of four concrete tanks in series. Tanks one, two, and three will be retrofitted with risers for future cleanout and tank four serves as a lift station. All tanks have been located and pumped out, however dewatering in tank four may be necessary due to infiltration and inflow. A leach field is located approximately 500 feet from the lift station.

1.2 PROJECT COORDINATION

Notify the Forest Service Contracting Officer Representative (COR), Danny Sims at 479-223-2176, at least one week prior to start of work. The contractor shall perform work in a manner that will protect the safety of public and employees. All work will be done in accordance with all OSHA Regulations. Project will be in confined space; thus, contractor shall follow OSHA regulations and guidelines for confined space entry and work.

The contractor shall perform the work between the hours of 7:30 AM and 6:00 PM Monday through Friday excluding Federal Holidays unless approved by the COR. Any work that results in excessive noise will be limited between the hours of 8:00 AM and 6:00 PM while the campground is open.

The Shores Lake Day Use area shall remain closed during construction; however, the contractor shall maintain access for USFS and District Personnel that are required to access the site. The contractor shall keep all gates secured to prevent public access to the site.

1.3 SUBMITTAL PROCEDURES

The contractor shall be required to furnish two copies of each submittal on all items they intend to use. Submittals shall be made prior to commencing any work that relates to a respective submittal. Incomplete information on the proposed items will result in rejection.

The contractor shall submit two sets of the manufacturer's information. 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
6. Color Samples

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

1.4 QUALITY CONTROL

It is the Government's intent that expert and experienced workers perform the work described in this contract. The Contractor shall provide workers with the necessary skills and knowledge to complete the work in an expert and competent manner even if this requires bringing in outside help such as factory representatives, subcontractors, or consultants. Workmanship shall be to the satisfaction of the COR and result in an operable system that is free from defects and leaks. The Contractor shall have a minimum of 5 years' experience with installation of pumps and controls for wastewater systems.

1.5 CONTRACT CLOSEOUT

1. The contractor shall remove all materials, construction debris, impacted vegetation from the site and dispose in accordance with State and local regulations.
2. The contractor is responsible for any damage to government property.
3. All work will be performed in accordance with Residential Building Code, current edition, and applicable State and local building codes and regulations.
4. Contractor shall provide 2 copies of Operation and Maintenance Manual in 3-Ring binder to COR before approval of final payment.
5. The contractor will provide all technical data and warranty information for the materials provided.

Contractor shall have a Unique Entity Identifier (UEI), Tax Identification Number (TIN), and be registered in the System for Award Management (SAM) at www.sam.gov, and be registered in the Invoice Processing Platform [IPP \(treasury.gov\)](http://IPP.treasury.gov) , prior to contract award per Federal Acquisition Regulation (FAR) 4.1102.

02 – EXECUTION

2.1 TECHNICAL SPECIFICATIONS

A. General

1. Protect adjacent surfaces, vegetation, buildings, existing tanks, lines, and vehicles from damage.

B. Products

1. Electrical components, devices, and accessories shall be listed and labeled as defined in NFPA 70 by a qualified testing agency and marked for intended location and application.
2. Contractor shall provide sealed submersible type pump designed for operation in raw sewage. Pump casing shall be fabricated from cast iron. Impeller shall be made of bronze or cast iron and shall have a non-clog design. Two mechanical seals of carbon and ceramic with an oil chamber between seals shall be used. Shaft shall be made of steel. Mating flange for automatic alignment and reconnection shall be provided. Heat sensor overload protection with automatic reset when motor cools to a safe operating temperature shall be provided.

C. Pumps

1. Supply 2 Myers WHR10H-21-DS-L/D, or an approved equal.
 - a. Shut-off Head – Up to 75 feet

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

- b. Solids Handling up to 2" spherical
- c. Liquid's handling – Raw sewage and sewage effluent
- d. Intermittent Liquid Temperature up to 140 F
- e. 1 Horsepower
- f. NPT 2" Discharge
- g. Shaft Seal – Type 21, carbon, and ceramic
- h. Power cord shall be SOOW, length as required

D. Motors

1. The pump motors shall be a submersible type rated for 1 HP. Motor shall be 1-phase, Max 240 volt and operate at 3450 RPM. The motor shall be capable of operating over the full range of the performance curve without overloading the motor and causing any objectionable noise or vibration. The common motor pump shaft shall be of 416 stainless steel and shall be heat shrunk into the die cast motor rotor. The motor shall have two bearings to support the rotor; an upper ball bearing to accommodate radial loads and a lower ball bearing to take thrust and radial loads. Ball bearings shall be designed for a B-10 life of 50,000 hours.
2. A heat sensor thermostat and overload shall be attached to the top end of the motor windings and shall be wired in series with the windings to stop the motor if the motor winding temperature reaches 266°F (130°C). The overload thermostat shall reset automatically when the motor cools to a safe operating temperature. Three phase motors shall be protected by 3 leg overload relays in control box. Overload shall be of the quick trip ambient compensated type and shall have manual reset button.
3. Motor shall have a watertight junction box for connection of power cord to motor leads. Power cord shall exit basin through sealed junction box. All castings shall be of high tensile strength Class 30 gray cast iron. Castings shall be treated with phosphate rinse and painted with a high-quality air-dry alkyd enamel. All exposed fasteners shall be of 300 series stainless steel.

E. Level Controls

1. Tank 4 lift station replace float switches with 4 non-mercury float type level switches designed for sewage service. Floats shall be installed to provide pump off, lead pump on, lag pump on, and highwater alarm levels. The float switches shall be suspended on a bracket to allow for adjustment or replacement without dewatering the basin. Controls shall be UL listed. Floats must be installed to eliminate interferences with piping rails or pumps. Cables shall be routed to the adjacent control panel. Level controls shall be provided on an intrinsically safe circuit with UL approved barrier. Control wiring shall be run through a separate conduit from the power wiring conduit. Junction boxes shall not be used in the lift station basin.
2. Splices in wet well shall be made with materials identified for the purpose such as heat shrink tubing that forms a permanent flexible waterproof barrier.
3. Conduit shall be stainless steel. Conduit sealing fittings shall be galvanized steel UL approved for Class 1, Div 1

F. Control Panel (Located Inside Bathhouse Plumbing Chase)

1. Contractor shall provide a new, NEMA rated single enclosure for lift station controls. Panel shall have flashing red light with long life bulb in guarded enclosure. Internal of panel shall have hinged panel with lights, switches, pushbuttons, gauges, etc. for operation of lift station.

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

Panel shall have, SCADA, capabilities to provide third party off-site notification, via email or text. Panel shall be compatible with Myers Pumps or an approved equal.

2. Controls shall include single phase IEC rated combination starters for each pump with overload protection. Thermal magnetic circuit breakers shall be provided for motors and control circuit.
3. Controls shall include UL listed components to include:
 - a. An alternator to automatically switch the lead pump after each cycle.
 - b. A hand-off-auto selector for each pump.
 - c. A running light for each pump with push to test capability.
 - d. Surge arrestor to protect incoming power supply from electrical surges with status light on unit.
 - e. Alarm horn and flashing red light on panel activated by high levels in the wet well. The horn shall provide 95 db at 2 feet. Provide a rechargeable battery to power the horn and light in the event of a power failure. Provide circuitry to recharge the battery after power is restored. Provide a manual silence pushbutton for horn and light and manual test pushbutton.
 - f. Controls shall turn off both pumps when the low level is reached, turn on the lead pump at the second float, turn on the lag pump at the third float, and activate the alarm horn and light at the highest float.
 - g. Provide adjustable power failure pump restart timer for each pump. Timers will be adjustable from 5 seconds to 10 minutes.
 - h. All panel mounted lights, pushbuttons, and switches shall be 22 mm. They shall be rated NEMA 4X All lights shall be LED.
 - i. Front of the panel shall be labeled to indicate each button or light.
 - j. Provide the following isolated contact closure signals, pre-wired to a labeled terminal strip:
 - 1) High wet well level (relay from float)
 - 2) Pump 1 run (auxiliary starter contact)
 - 3) Pump 2 run (auxiliary starter contact)
 - 4) Power failure (relay on 110Vac panel power)

G. Gray Water Access – Tanks 1, 2, 3

1. Install three lockable risers for access to tanks 1-3 for the ease of future cleanout operations.
 - a. Septic tanks have been located and some excavation has been performed by USFS, contractor shall be responsible for excavating tanks 1-3.
 - b. Contractor will backfill excavated areas as to where construction area will drain away from building.
 - c. Backfill shall be hand tamped as to not damage concrete tanks.
 - d. Backfill shall be aesthetically pleasing.
 - e. Earthen spoil or overburden shall be stored onsite nearby as directed by COR.
 - f. USFS will seed affected construction area.
 - g. Septic tank riser shall be sized accordingly to the tank opening and the riser shall not extend above grade.
 - h. The riser will be constructed of Heavy-duty T frame with 14 gauge hot rolled carbon steel skirt and hot dipped galvanized.
 - i. Lid shall be stainless steel, tamper resistant and lockable.
 - j. Riser flange shall be secured to the tank using butyl material rope around the tank opening for water proofing. Additionally, the riser flange shall be secured to the tank using corrosion resistant concrete screws.

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

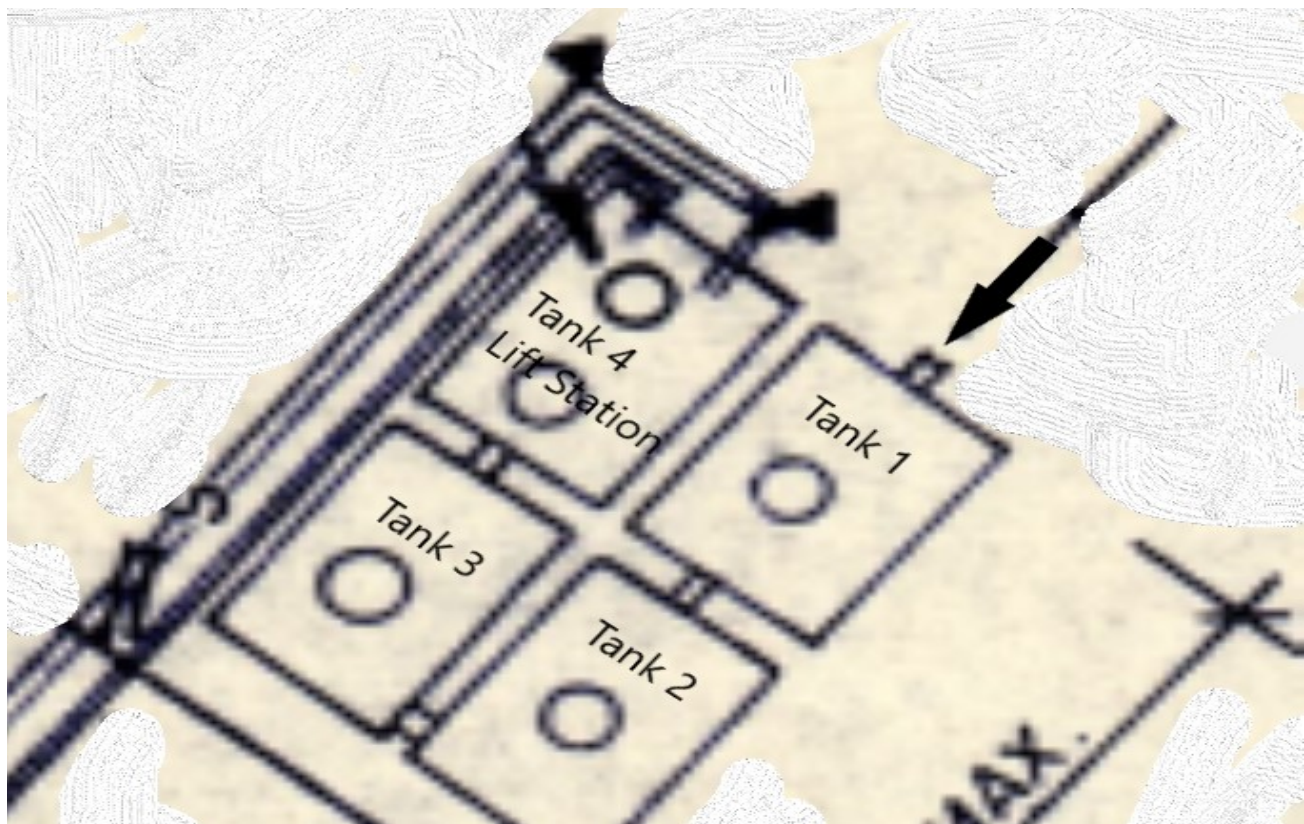
- k. Septic risers shall be commercial grade. Custom fabrication of riser shall be approved prior to installation by the Contracting Officers Representative.
- l. Concrete risers and lockable round steel manhole covers may be used in lieu of steel risers and stainless-steel lid, if such issues such availability, long lead times, and pricing would benefit the project overall.

2.2 INSTALLATION

1. Remove existing control panels, float switches, and wires located in the conduit.
2. Existing electrical conduit may be used, if in good general condition, control wiring and electrical wiring may be housed in same conduit.
3. Install new float switches to not interfere with power wiring, pipes, or lift devices.
4. Remove and replace conduit sealing fittings for float switch control wiring. New seal fittings shall be filled with Chico.
5. Install control panel in the location of the previous panel inside the bathhouse plumbing alley. Connect panel to new float switches and existing power wiring.
6. Replace PVC pipe inside the lift station that connects to the pumps. Each effluent pump will have a plastic union connection 6 inches below the elbow located at the top of the tank to allow for ease of disconnection and servicing of pumps.
7. Test float switches and manual controls at lift station.
8. Contractor shall demonstrate operation of controls to the COR and Forest Service personnel.
9. All work will be performed in accordance with all Federal, State and Residential Building Codes, IBC, IPC, Ten States Standards, ANSI, and ASTM, current edition.

03 – ATTACHMENTS

3.1 TANK LAYOUT



"General Decision Number: AR20230046 01/06/2023

Superseded General Decision Number: AR20220046

State: Arkansas

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines)

Counties: Baxter, Boone, Carroll, Conway, Franklin, Logan, Marion, Newton, Polk, Scott, Searcy and Van Buren Counties 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 protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date		
0	01/06/2023		
SUAR2015-043	01/09/2017		
	Rates	Fringes	
CARPENTER, Includes Form Work....	\$ 17.32	3.15	
LABORER: Common or General.....	\$ 12.50 **	1.18	
LABORER: Pipelayer.....	\$ 12.56 **	1.19	
OPERATOR:			
Backhoe/Excavator/Trackhoe.....	\$ 17.22	0.94	
OPERATOR: Bulldozer.....	\$ 17.11	0.00	
TRUCK DRIVER: Dump Truck.....	\$ 14.66 **	0.00	

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"