

## **RICHLAND AIRPORT FURNITURE BID SPECIFICATIONS:**

**Furniture needed must be American Made and Commercial Grade:**

| <u>QTY</u> | <u>Description</u>                                |
|------------|---|
| 2          | Reclining Chairs                                  |
| 3          | Office desk chairs                                |
| 14         | Conference Chairs                                 |
| 6          | (additional conference chairs – list as optional) |
| 1          | 3'x5' Table                                       |
| 1          | 4' x 9'6" Conference Table                        |
| 1          | Love Seat   |
| 2          | Arm Chairs  |
| 2          | End Tables  |
| 1          | Microwave   |
| 1          | 36" Refrigerator                                  |

**\*\*\*\*Please include a picture of each item along with the optional colors**

### **FEDERAL REQUIREMENTS**

#### **GENERAL FEDERAL REQUIREMENTS**

1. These contract provisions will apply to all work performed by the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work permitted on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor will insert in each subcontract all of the stipulations contained in these federal requirements, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The federal requirements will not incorporate by reference in any case. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with these federal requirements.

#### **BREACH OF CONTRACT TERMS - SANCTIONS (ALL CONTRACTS)**

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

#### **INSPECTION OF RECORDS (ALL CONTRACTS)**

The contractor will maintain an acceptable cost accounting system. The sponsor's agent, the Federal Aviation Administration (FAA), and the Comptroller General of the United States will have access to any books, documents, paper, and records of the contractor which are directly

pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor will maintain all required records for three years after the Sponsor's Agent makes final payment and all other pending matters are closed.

### **RIGHTS TO INVENTIONS (ALL CONTRACTS)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the sponsor's agent of the federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the sponsor's agent.

### **TRADE RESTRICTION CLAUSES (ALL CONTRACTS)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 3) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary in accordance with 49 C.F.R. §30.17 (1988), no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the sponsor's agent cancellation of the contract at no cost to the government.

Moreover, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor will provide immediate written notice to the sponsor's agent if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the FAA may direct through the sponsor's agent cancellation of the contract or subcontract for default at no cost to the government.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. §1001(a)(3) (1996).

#### **TERMINATION OF CONTRACT (ALL CONTRACTS EXCEEDING \$10,000)**

1. The sponsor's agent may, by written notice, terminate this contract in whole or in part at any time, either for the sponsor's agent convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services will be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in process, delivered to the sponsor's agent.
2. If the termination is for the convenience of the sponsor's agent, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the sponsor's agent may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the sponsor's agent for any additional cost occasioned to the sponsor's agent thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the sponsor's agent. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor's agent provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **SUSPENSION AND DEBARMENT REQUIREMENTS (ALL CONTRACTS EXCEEDING \$25,000 AND FOR ALL CONTRACTS FOR AUDITING SERVICES REGARDLESS OF THE AMOUNT).**

The bidder certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it will attach an explanation to this bid proposal.

#### **BUY AMERICAN CERTIFICATE**

By submitting this bid proposal except for those items listed by the bidder on a separate and clearly identified attachment to this bid proposal, the bidder certifies that steel and each

manufactured product, is produced in the United States [as defined in the clause Buy American - Steel and Manufactured Products(All Materials and Equipment Procurement Contracts) or Buy American - Steel and Manufactured Products (All Construction Contracts)] and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Bidders may obtain from the Bureau of Aeronautics lists of articles, materials, and supplies except from this provision.

### **BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS (ALL MATERIALS AND EQUIPMENT PROCUREMENT CONTRACTS)**

1. Steel and manufactured products:

As used in this clause, steel and manufactured products include: 1) steel produced in the United States; or 2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (2)(a) or (b) will be treated as domestic.

2. Components:

As used in this clause, "components" means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components:

This means the costs for production of the components, exclusive of final assembly labor costs.

### **CIVIL RIGHTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations:

The contractor will comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), 49 C.F.R. §21.5 (2003), as they may be amended from time to time (regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5 (2003), including employment practices when the contract covers a program set forth in 40 U.S.C. §app. 1 (1965).

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor

of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports:

The contractor will provide all information and reports required by the regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor's agent or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor's agent will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of provisions:

The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor's agent or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor's agent to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS ON REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

1. A "Certification of Non-Segregated Facilities" must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the "Equal Opportunity Clause."
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the "Equal Opportunity Clause" will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the "Equal Opportunity Clause." **NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001(a)(3) (1996).

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A “Certification of Non-Segregated Facilities” must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the “Equal Opportunity Clause.” **NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001(a)(3) (1996).