



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

**Northwest Mountain Region**  
Colorado, Idaho, Montana  
Oregon, Utah, Washington

Wyoming

1601 Lind Avenue, S. W.  
Renton, Washington 98057

July 28, 2009

POTENTIAL OFFEROR:

Enclosed you will find a Request for Offer for Design, fabrication and delivery of a Steel (24' X 32') RTR Shelter for the RTR-WEST Location at Boise Air Terminal, in Boise ID.

This Request for Offer, DTFANM-09-R-00132, is required to be received by this office NOT LATER THAN 4:00 PM (local time Renton, Washington) August 12, 2009 at the following address:

Federal Aviation Administration  
Attn: Peggy Cuddie, ANM-52  
1601 Lind Avenue S.W.  
Renton WA 98057

Should you have any questions regarding this process, please contact Peggy Cuddie, Contract Officer @ 425-227-2445.

Sincerely,

Peggy Cuddie  
Contracting Officer  
Acquisition Management Branch ANM 52  
(425) 227-2869 (work)  
(425) 227-1055 (fax)

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary to for design, fabrication and delivery of a Steel (24' X 32') RTR Shelter and Foundation for the RTR-WEST Location at Boise Air Terminal, in Boise ID, in accordance with the specifications, contract clauses, and wage rates.

<u>Contract Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>* Quantity</u>	<u>Total Price</u>
001	Design & Fabrication of (24' X 32') Steel RTR Shelters per scope of work.	1 EACH	LUMP SUM	\$ _____
002	Shipping, Off-Loading, and Final Set-up	1	LUMP SUM	\$ _____
TOTAL				\$ _____

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.*

**B002. INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.

- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage

**B003. AVAILABILITY OF FUNDS:** Funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. The Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer, and no contract may be awarded until funds are available.

**B004. SOLICITATION QUESTIONS:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing at least two (2) calendar day prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Peggy Cuddie, ANM-52, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1055. Telephone questions **will not** be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**PERFORMANCE PERIOD:**

Contract performance period is not to exceed 60 calendar days from the official Notice to Proceed (NTP) that will be issued after necessary approvals.

**DAVIS BACON WAGE RATES APPLY - SEE SECTION "J".**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE SECTION "M"**

**PROPOSALS ARE DUE NO LATER THAN AUGUST 12, 2009. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**

**PART I - SECTION C**  
**SCOPE OF WORK**

**SEE ATTACHMENT:**

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1 Clauses and Provisions Incorporated by Reference (August 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

**3.10.4-1 Contractor Inspection Requirements (April 1996)**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts.

(End of clause)

**3.10.4-9 Inspection of Facilities (April 1996)**

(a) Definition. 'Contractor's managerial personnel,' as used in this clause, is defined in the "Liability for the Facilities" clause of this contract.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the facilities and work called for by this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the facilities and work called for by the contract, to the extent practicable at all places and times, including the period of manufacture. The Government may also inspect the facilities and work at the plant or plants of the Contractor or its subcontractors engaged in the performance of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work to be performed by the Contractor under this contract or any related contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) The Contracting Officer may, at any time, require the Contractor to correct or replace facilities or work that is defective or does not conform to contract requirements. Except as provided in paragraph (f) below, corrections and replacements shall be at Government expense if, under the terms of this contract, the facilities or work corrected or replaced were initially furnished, or required to be performed at Government expense.

(f) The Contracting Officer may, at any time, require the Contractor to correct or replace facilities or work that is defective or does not conform to contract requirements, without cost to the Government under this contract or any related contract or subcontract, if the defects or failures are due to fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or to the conduct

of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(g) Corrected or replacement facilities or work shall be subject to this clause in the same manner as facilities or work originally completed under the contract.

(End of clause)

### **33.10.1-20 Warranty--Construction (April 1996)**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government owned or controlled real or personal property, when that damage is the result of :

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer, and

(3) Enforce all warranties for the benefit of the Government if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

#### **3.10.4-10 Inspection of Construction (July 2001)**

(a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the

work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F001. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.**

The contractor shall be required to (a) commence work under this contract on or about August 17, 2009 after the Contractor receives the Notice to Proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 calendar days after the NTP date. The time stated for completion shall include submittal review and approval and final cleanup of the premises. Under no circumstances shall the job exceed the date of October 17, 2009.

**3.1-1 Clauses and Provisions Incorporated by Reference (August 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

**3.4.1-7 Notice to Proceed (April 1996)**

The contractor shall not initiate work under this contract until it has received a notice to proceed in writing from the Contracting Officer.

(End of clause)

**3.10.1-10 Stop-Work Order - Facilities (June 1999)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the acquisition, construction, or installation work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall, at Government expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the termination provisions clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery completion schedule, the estimated cost, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop-work order under this clause. The Government shall not be liable to the Contractor for damages or loss of profits because of a stop-work order issued under this clause.

(End of clause)

### **3.10.1-11 Government Delay of Work (April 1996)**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed:

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G001. CORRESPONDENCE PROCEDURES:** To promote timely and effective contract administration, correspondence shall be subject to the following procedures:

(a) Technical correspondence of a routine nature shall be addressed to the designated COTR, with an information copy sent to the Contracting Officer.

(b) Technical correspondence of a contractual nature, including such items as waivers, deviations, or modifications to the contract requirements, terms, or conditions shall be addressed to the Contracting Officer, with an information copy sent to the Contract Administrator.

**G002. APPROVALS:** All materials or methods not specified and which the Contractor proposes to use shall be approved by the COTR.

**G003. ORDINANCES:** The Contractor shall comply with all local laws, ordinances, and regulations, and shall obtain and pay for all necessary permits and licenses.

**G004. INTERFERENCE WITH NORMAL BUSINESS:** The services performed under the contract shall be performed in such a manner that there will be no interruption to, or interference with, the normal operation of Government business on the premises.

**G005. OTHER CONTRACTS:** The Government may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such contractors and Government employees and carefully fill his/her own work to such additional work as may be directed by the COTR. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by government employees.

**G006. PAYMENTS:**

a. Payment for services will be made monthly, for actual services furnished, based upon the contractor's invoice. The invoice shall provide the following information:

1. Contract Number
2. Dates of service performed.
3. Unit prices and extension for each line item on the invoice.

b. The contractor's invoice shall be submitted to the Contracting Officer's Representative for certification of services received. Final approval will be made by the Contracting Officer.

**G007. GOVERNMENT AUTHORITY:** Only the Contracting Officer has the authority to modify terms, conditions, or requirements of the contract.

**G008. CORRESPONDENCE:** Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The

Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the COTR including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer. A copy of all correspondence directed to the Contracting Officer shall be sent to the RE.

**G009. INVOICE SUBMISSION:** The Contractor shall submit certified request for payment(s) to the Contracting Officer, at the following address:

FEDERAL AVIATION ADMINISTRATION  
Northwest Mountain Regional Offices  
Attn: Peggy Cuddie, ANM-52  
1601 Lind Ave S.W.  
Renton, WA 98057

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H001. CLEAN UP**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**H002. NOTICE TO PROCEED**

The establishment of the Notice to Proceed (NTP) date shall be a unilateral determination to be made solely by the Government. *The NTP date is not subject to negotiations.*

**H003. FAA FACILITY REGULATIONS**

Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

**H004. MATERIAL SUBMITTALS**

The form entitled "Material Approval Submittal"; NM Form 4400-7 shall be used for submitting all material submittals.

All submittals shall be numbered consecutively in numerical sequence. The submittal numbers will remain the same if revisions are made, with the appropriate revision number referenced (e.g., submittal number 0001, revision 01).

All submittals requiring resubmission by the contractor shall be resubmitted within ten (10) calendar days from the date the submittal NM Form 4400-7 is signed by RE. Under no circumstances will re-submittal be grounds for an extension in the performance period of the contract, UNLESS it is determined that the re-submittal is due to the fault or negligence of the government.

**H005. APPLICABLE MINIMUM HOURLY RATES OF WAGES**

- (a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages, which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers and mechanics employed on contracts of a similar character in the locality where this work is to be performed.
- (b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

- (c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: THE DAVIS BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). SEE SECTION J, GENERAL WAGE DECISION NO. **ID20080002** —THE APPLICABLE WAGE RATES FOR THE WORK PERFORMED, BY ADA COUNTY, IN THE STATE OF IDAHO.

**H006. MONTHLY EMPLOYMENT UTILIZATION REPORT (Form CC-257-Sept. 1978)  
203 OF EXECUTIVE ORDER 11246 AND 41 CFR 60-1.4(5)**

- (a) If the construction project exceeds \$10,000.00 and is being performed in a geographical area designated by the Secretary of Labor, the Contractor is to submit Form CC-257, by the fifth of each month, beginning with the effective date of the contract, continuing through the performance period. Instructions for completion are contained on the form. A copy of the form will be provided after award.
- (b) The forms are to be sent to the Associate Regional Administrator for OFCCP at the location specified below:

*Washington, Oregon, and Idaho send to the following location:*

Associate Regional Administrator for OFCCP/ESA-O  
U.S. Department of Labor  
1111 3<sup>rd</sup> Avenue, Ste. 745  
Seattle, Washington, 98101-3212

*Montana, Wyoming, Colorado, and Utah send to the following locations:*

Associate Regional Administrator for OFCCP/ESA-O  
U.S. Department of Labor  
Federal Office Building, Room 1480  
1961 Stout Street  
Denver, Co. 80294

**PART II - SECTION I  
CONTRACT CLAUSES**

**3.1-1 Clauses and Provisions Incorporated by Reference (August 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)**
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)**
- 3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information –Modifications (July 2004)**
- 3.2.2.3-41 Performing Work (July 2004)**
- 3.2.2.3-44 Physical Data (July 2004)**
- 3.2.2.3-50 Alternate I Property Protection Alternate I (July 2004)**
- 3.2.2.3-60 Alternate I Specifications, Drawings, and Material Offers Alternate I (February 2009)**
- 3.2.2.3-68 Alternate I Safety and Health Alternate I (July 2004)**
- 3.2.2.3-71 Starting, Performing and Completing Work (July 2004)**
- 3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)**
- 3.2.4-21 Execution and Commencement of Work (April 1996)**
- 3.2.4-22 Limitation of Government Liability (April 1996)**
- 3.2.4-23 Contract Price Definitization (April 1996)**
- 3.3.1-33 Central Contractor Registration (January 2008)**
- 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)**
- 3.6.2-9 Alternate I Equal Opportunity Alternate I (April 1996)**
- 3.6.2-13 Alternate I Affirmative Action for Workers With Disabilities Alternate I (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**
- 3.6.2-24 Affirmative Action Compliance Requirements for Construction (November 1997)**
- 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)**
- 3.11-64 Returnable Cylinders (April 1999)**
- 3.13-1 Approval of Contract (April 1996)**
- 3.14-1 Security Requirements - Classified Contracts (July 2002)**
- 3.14-2 Contractor Personnel Suitability Requirements (January 2009)**
- 3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)**
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-5 Disclosure of Conflicts of Interest (February 2009)**
- 3.2.2.3-45 Material and Workmanship (July 2004)**
- 3.2.2.3-46 Supervising the Contract Work (July 2004)**
- 3.2.2.3-47 Permits and Responsibilities (July 2004)**
- 3.2.2.3-48 Other Contracts (February 2009)**
- 3.2.2.3-49 Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)**
- 3.2.2.3-50 Property Protection (February 2009)**
- 3.2.2.3-51 Operations and Storage Areas (July 2004)**

- 3.2.2.3-53 **Cleaning Up and Roadway Maintenance (July 2004)**
- 3.2.2.3-54 **Preventing Accidents (July 2004)**
- 3.2.2.3-55 **Availability and Use of Utility Services (July 2004)**
- 3.2.2.3-60 **Specifications, Drawings, and Material Offers (February 2009)**
- 3.2.2.3-67 **Special Precautions for Work at Operating Airports (July 2004)**
- 3.2.2.3-68 **Safety and Health (July 2004)**
- 3.2.2.3-75 **Requests for Contract Information (July 2004)**
- 3.2.2.7-6 **Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)**
- 3.2.5-1 **Officials Not to Benefit (April 1996)**
- 3.2.5-3 **Gratuities or Gifts (January 1999)**
- 3.2.5-4 **Contingent Fees (October 1996)**
- 3.2.5-5 **Anti-Kickback Procedures (October 1996)**
- 3.2.5-8 **Whistleblower Protection for Contractor Employees (April 1996)**
- 3.2.5-13 **Contractor Code of Business Ethics and Conduct (July 2008)**
- 3.2.5-14 **Display of Hotline Poster(s) (April 2008)**
- 3.3.1-13 **Limitation of Cost (Facilities) (April 1996)**
- 3.3.1-15 **Assignment of Claims (April 1996)**
- 3.3.1-17 **Prompt Payment (January 2008)**
- 3.3.1-19 **Prompt Payment for Construction Contracts (January 2003)**
- 3.4.2-8 **Federal, State, and Local Taxes - Fixed Price Contract (April 1996)**
- 3.6.1-3 **Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)**
- 3.6.1-4 **Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007)**
- 3.6.1-7 **Limitations on Subcontracting (July 2008)**
- 3.6.2-1 **Contract Work Hours and Safety Standards Act-Overtime Compensation (September 2003)**
- 3.6.2-2 **Convict Labor (April 1996)**
- 3.6.2-9 **Equal Opportunity (August 1998)**
- 3.6.2-12 **Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)**
- 3.6.2-13 **Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-16 **Notice to the Government of Labor Disputes (April 1996)**
- 3.6.2-18 **Davis Bacon Act (April 1996)**
- 3.6.2-19 **Withholding-Labor Violations (April 1996)**
- 3.6.2-20 **Payrolls and Basic Records (June 1999)**
- 3.6.2-21 **Apprentices, Trainees, and Helpers (April 1996)**
- 3.6.2-22 **Subcontracts (Labor Standards) (April 1996)**
- 3.6.2-23 **Certification of Eligibility (April 1996)**
- 3.6.2-35 **Prevention of Sexual Harassment (August 1998)**
- 3.6.2-39 **Trafficking in Persons (January 2008)**
- 3.6.3-2 **Clean Air and Clean Water (April 1996)**
- 3.6.3-3 **Hazardous Material Identification and Material Safety Data (April 1996)**
- 3.6.3-7 **Waste Reduction Program (July 2008)**
- 3.6.3-13 **Recycle Content and Environmentally Preferable Products (July 2008)**
- 3.6.3-14 **Use Of Environmentally Preferable Products (July 2008)**
- 3.6.3-16 **Drug Free Workplace (February 2009)**
- 3.6.3-17 **Efficiency in Energy-Using Products (April 2008)**
- 3.6.4-3 **Buy American Act - Construction Materials (July 1996)**
- 3.6.4-10 **Restrictions on Certain Foreign Purchases (April 1996)**
- 3.10.1-7 **Bankruptcy (April 1996)**

- 3.10.1-15**      **Changes-Construction, Dismantling, Demolition, or Removal of Improvements**  
(July 1996)
- 3.10.1-16**      **Changes and Changed Conditions** (April 1996)
- 3.10.1-25**      **Novation and Change-Of-Name Agreements** (October 2007)
- 3.8.2-17**        **Key Personnel and Facilities** (July 1996)
- 3.10.3-1**        **Definitions** (April 2004)
- 3.10.3-2**        **Government Property - Basic Clause** (April 2004)
- 3.10.3-4**        **Liability for the Facilities** (April 2004)
- 3.10.6-6**        **Default (Fixed Price Construction)** (October 1996)
- 3.13-5**         **Seat Belt Use by Contractor Employees** (January 1999)
- 3.13-11**        **Plain Language** (July 2006)
- 3.14-3**         **Foreign Nationals as Contractor Employees** (April 2008)
  
- 3.2.2.3-42**     **Differing Site Conditions** (July 2004)

(a) Before the conditions are disturbed, the Contractor (you) must promptly notify the Contractor Officer (CO) in writing of either or both of the following conditions:

(1) Subsurface or latent physical conditions at the site which differ materially from those described in this contract.

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work the contract covers.

(b) FAA (we) will investigate the site conditions promptly after receiving the notice. If the CO determines that the conditions do materially differ and cause an increase or decrease in your cost of, or the time required for, performing any part of the work under this contract, the CO will make an equitable adjustment under this clause and modify the contract accordingly in writing.

(c) The CO will not accept your request for an equitable adjustment to the contract unless you give the written notice. However, the CO may extend the time for giving written notice.

(d) The CO will not accept your request for an equitable adjustment for differing site conditions after we make final payment under this contract.

(End of clause)

**3.2.2.3-43      Site Investigation and Conditions Affecting the Work** (July 2004)

(a) The Contractor (you) acknowledges that you have taken reasonable steps to determine the nature and location of the work, and you have investigated and are satisfied about the general and local conditions which can affect the work or its cost, including but not limited to:

- (1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) The availability of labor, water, electric power, and roads;
- (3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) The conformation and conditions of the ground; and

(5) The character of equipment and facilities needed before and during the work.

You also acknowledge that you are satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles you might find, to the extent you can, from an inspection of the site, including all exploratory work done by FAA (we, us), as well as from the drawings and specifications that are a part of this contract. If you do not take the actions described and acknowledged in this paragraph, you will still be responsible for properly estimating the difficulty and cost of successfully performing the work, and for proceeding to successfully perform the work without additional expense to us.

(b) We are not responsible for your conclusions or interpretations of information we provided before contract award. We are not responsible for your understanding of conditions you get from any of our officers or agents before contract award. You can rely on representations we make about conditions that we put into the contract.

(End of clause)

**3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration**  
(February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

### **3.2.2.3-52 Use and Possession Before the Project is Complete (July 2004)**

(a) FAA (we) may take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer (CO) will provide the Contractor (you) a list of work items you still need to do to correct those parts of the work that we intend to possess or use. However, you are still responsible for complying with the terms of the contract, even if the CO fails to list any work item. Just because we use or possess any work you produce under the contract does not necessarily mean we have accepted it.

(b) You are not responsible for loss or damage to work resulting from our use or possession, despite the terms of the clause in this contract entitled "Permits and Responsibilities." If our earlier possession or use delays the progress of the work or causes you additional expense, we will make an equitable adjustment in the contract price or extend the time you have to complete work, and will so modify the contract in writing.

(End of clause)

#### **3.4.1-4 Performance Bond Requirements (April 1996)**

(a) The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price, unless another amount is specified in the contract "Schedule," within the time specified by the Contracting Officer.

(b) The bond must be executed on specified forms, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of clause)

#### **3.4.1-5 Payment Bond Requirements (April 1996)**

(a) The contractor is required to submit a payment bond in the penal amount set forth in the "Schedule," within the time required by the Contracting Officer.

(b) The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

#### **3.4.1-7 Notice to Proceed (April 1996)**

The contractor shall not initiate work under this contract until it has received a notice to proceed in writing from the Contracting Officer.

(End of clause)

#### **3.4.1-10 Insurance - Work on a Government Installation (July 1996)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

(End of clause)

### **3.4.1-12 Insurance (July 1996)**

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) **Worker's Compensation and Employer's Liability.** The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) **General Liability.** The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000\* per person and \$500,000\* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) **Automobile Liability.** If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000\* per person and \$500,000\* per occurrence for bodily injury and \$20,000\* per occurrence for property damage.

(4) **Aircraft Liability.** If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000\* per person and \$500,000\* per occurrence for bodily injury other than passenger liability, and \$200,000\* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000\* multiplied by the number of seats or passengers, whichever is greater.

(5) **Watercraft Liability.** When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000\* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) **Environmental Impairment Liability.** When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least

\$1,000,000\* bodily injury per occurrence and \$1,000,000\* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants.

(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000\* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

\*Unless modified in the "Schedule"

(End of clause)

### **3.9.1-1 Contract Disputes (November 2002)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

**SUPERINTENDENCE BY THE CONTRACTOR**

At all times during performance of this contract and until work is completed and accepted, the Contractor shall directly superintend or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

*(End of clause)*

**PART III - SECTION J  
LIST OF ATTACHMENTS**

- 1. Davis Bacon Wage Rate General Decision: ID20080002.....4 Pages
- 2. Scope of Work..... Separate Electronic Attachment
- 3. Drawings..... Separate Electronic Attachment
- 4. Geotechnical Eng Report ..... Separate Electronic Attachment

**DRAWINGS AS FOLLOWS:**

**BOI-D-RTR-WEST-C001 .....Site Plan & Vicinity Map**

**BOI-D-RTR-A001,,.....Plans & Elevations**

GENERAL DECISION: ID20080002 06/26/2009 ID2

Date: June 26, 2009

General Decision Number: ID20080002 06/26/2009

Superseded General Decision Number: ID20070003

State: Idaho

Construction Type: Building

Counties: Ada, Bannock and Canyon Counties in Idaho.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Superseeds General Decision ID020030013

Modification Number	Publication Date
0	02/08/2008
1	05/16/2008
2	06/06/2008
3	06/13/2008
4	07/04/2008
5	02/06/2009
6	02/20/2009
7	03/13/2009
8	06/05/2009
9	06/26/2009

BOIL0182-005 10/01/2006

ADA, BANNOCK AND CANYON COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 25.22	18.52

CARP0808-002 01/01/2009

	Rates	Fringes
CARPENTER (Including cement form work, drywall hanging and metal stud framing).....	\$ 25.27	9.10

ZONE PAY:

- ZONE 1 0-30 MILES: FREE
- ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR
- ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

BOISE: 304 N. 8TH STREET  
 TWIN FALLS: 253 2ND AVE. WEST  
 POCATELLO: CLARK STREET  
 IDAHO FALLS: 875 NORTH CAPITAL AVE.

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 CARP0808-003 01/01/2009

ADA, BANNOCK AND CANYON COUNTIES

	Rates	Fringes
Drywall Finisher/Taper.....	\$ 25.27	9.10

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 ELEC0291-005 01/01/2009

ADA AND CANYON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 30.43	3%+\$10.00
ELECTRICIAN.....	\$ 27.66	3%+\$10.00

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 \* ELEC0449-004 06/01/2009

Bannock County

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	5.5%+\$10.00

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 IRON0732-002 06/01/2009

	Rates	Fringes
IRONWORKER		
REBAR.....	\$ 24.74	13.86
STRUCTURAL.....	\$ 24.74	13.86

-----  
 PLUM0296-005 01/01/2009

ADA AND CANYON COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 26.70	10.65

-----  
 \* PLUM0648-003 06/01/2009

BANNOCK COUNTY

	Rates	Fringes
PIPEFITTER.....	\$ 26.20	11.10

Project over \$10 Million....\$ 30.93 11.10

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SUID2003-001 09/03/2003

	Rates	Fringes
Cement Mason/Finisher.....	\$ 13.98	1.50
LABORER		
Concrete Worker.....	\$ 11.70	1.74
General/Cleanup.....	\$ 12.97	2.47
PAINTER.....	\$ 15.00	

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

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)).

-----  
In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.  
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#### 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  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have 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

## PART IV - SECTION K

### REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### 3.1-1            **Clauses and Provisions Incorporated by Reference (August 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.2.2.3-2            Minimum Offer Acceptance Period (July 2004)**
- 3.2.2.3-10            Type of Business Organization (July 2004)**
- 3.2.2.3-15            Authorized Negotiators (July 2004)**
- 3.2.2.3-23            Place of Performance (July 2004)**
- 3.2.2.3-35            Annual Representations and Certifications (July 2004)**
- 3.2.2.3-76            Representation - Release of Contract Information (July 2004)**
- 3.2.3-1            Cost Accounting Standards Notices and Certification (April 1996)**
- 3.3.1-35            Certification of Registration in Central Contractor Registration CCR) (April 2006)**
- 3.6.2-5            Certification of Non-segregated Facilities (February 2009)**
- 3.6.2-6            Previous Contracts and Compliance Reports (April 1996)**
- 3.6.2-8            Affirmative Action Compliance (April 1996)**
- 3.6.2-38            Certification of Knowledge Regarding Child Labor End Products (July 2007)**
- 3.2.5-2            Independent Price Determination (October 1996)**
- 3.6.3-1            Clean Air and Water Certification (April 2000)**
  
- 3.2.2.3-70            Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offerors (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

## (c) Taxpayer Identification Number (TIN).

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other--State basis. \_\_\_\_\_.

## (d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity
- Not a corporate entity
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

## (e) Common Parent.

- A common parent does not own or control the offeror as defined in paragraph (a).
- Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

(End of provision)

**3.2.2.3-3 Affiliated Offerors (July 2004)**

## (a) Business concerns are affiliates of each other when, either directly or indirectly,

- (1) One entity controls or has the power to control the other, or
- (2) A third party controls or has the power to control both.

## (b) Each offeror (you) must submit an affidavit stating that it has no affiliates, or containing the following information:

- (1) The names and addresses of all affiliates.
- (2) The names and addresses of all persons and concerns that exercise control or ownership over the offeror and all of your affiliates, regardless of how they exercise control or ownership.

(End of provision)

**3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not  within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not  within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

**SMALL BUSINESS CONCERN REPRESENTATION** (See the attached Business Declaration Form (BDF))

- The standard industrial classification (SIC) code for this acquisition, as published by the Government in the Standard Industrial Classification Manual, is **3448**. The NAICS code is **236220**. The small business size standard established is **\$33.5 million**.
- The small business size standard for a concern which submits an offer in its own name, other than on a construction or services contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

“Small business,” as defined by the FAA Acquisition Management System, a business, including its affiliates, that is independently owned and operated, and not dominant in producing or performing the supplies or services being purchased, and one that qualifies as a small business under the Federal Government’s criteria in 13 CFR Part 121 and the SIC size standard listed above.

“Very small business,” as defined by the FAA Acquisition Management System, means a business that has been in operation for less than five years and whose size standard is no greater than 50 percent of the numerical size standard applicable to the SIC code listed above.

**BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone number of Firm: \_\_\_\_\_
4. (a) Name of person making Declaration: \_\_\_\_\_
- (b) Telephone number of person making Declaration: \_\_\_\_\_
5. Controlling interest in the Firm (mark all appropriate boxes):
- Black American       Hispanic American       Native American       Asian American
- Female Non-Minority       Male Non-minority       Service Disabled Veteran-Owned S.M Bus.
- Female       Male       8(a) Certified (Certification letter attached)
6. Is the person identified in Number 5 above responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?  
 Yes.  No. *If No, provide the name and telephone number of the person who has this authority.*
- \_\_\_\_\_
7. Name of Business - Specify major services/products: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) Number of Employees: \_\_\_\_\_
9. Type of Ownership:  Sole Ownership,  Partnership, or  Other (explain below).
- \_\_\_\_\_
10. Gross receipts of the firm for the last three years: Year Ending: \_\_\_\_\_ Gross Receipts: \_\_\_\_\_ Year Ending: \_\_\_\_\_ Gross Receipts: \_\_\_\_\_ Year Ending: \_\_\_\_\_
- \_\_\_\_\_ Gross Receipts: \_\_\_\_\_
11. Is the firm a small business?  Yes.  No. A very small business?  Yes.  No.

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING**

\_\_\_\_\_  
*(Name of business) ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name/Title*

## PART IV - SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### 3.1-1           **Clauses and Provisions Incorporated by Reference (August 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.2.2.3-22       **Period for Acceptance of Offer (July 2004)**
- 3.2.2.3-38       **Requirements for Cost or Pricing Data or Other Information (July 2004)**
- 3.2.4-1           **Type of Contract (April 1996)**
- 3.9.1-3           **Protest (November 2002)**
- 3.2.2.3-6       **Submittals in the English Language (July 2004)**
- 3.2.2.3-7       **Submittals in U.S. Currency (July 2004)**
- 3.2.2.3-11       **Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12       **Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13       **Submission of Information/Documentation/Offers (July 2004)**
- 3.2.2.3-14       **Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16       **Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17       **Preparing Offers (July 2004)**
- 3.2.2.3-18       **Prospective Offeror's Requests for Explanations (February 2009)**
- 3.2.2.3-19       **Contract Award (July 2004)**

#### 3.2.2.3-1       **False Statements in Offers (July 2004)**

The offeror must provide full, accurate, and complete information in responding to this SIR. 18 U.S.C. 1001 prescribes the penalty for making false statements in offers.

(End of Provision)

#### 3.13-4           **Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The

DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**REQUIRED ITEMS FOR SOLICITATION PACKAGE RETURN:**

- Signed Standard Form SOLICITATION, OFFER AND AWARD
- Completed Part I, Section B, Price Schedule
- Completed Part IV, Section K, Representations, Certifications and Other Statements
- Completed Section M, M004. PROPOSAL Criteria #1and #2

**Please return all completed forms to:**

**FAA NW Mountain Region  
c/o Peggy Cuddie – ANM-52  
1601 Lind Ave SW  
Renton, WA 98057**

## PART IV - SECTION M

### EVALUATION FACTORS FOR AWARD

#### 3.1-1 Clauses and Provisions Incorporated by Reference (August 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

#### M001. EVALUATION FACTORS FOR AWARD

The Government will make an award to the responsive and responsible offeror whose offer, conforming to the solicitation, will be the most advantageous to the government, considering price and other factors as stated below, conforms to the solicitation terms and conditions, and represents the best value to the Government. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. Furthermore, the government reserves the right to reject any or all offers and to waive minor irregularities and discrepancies in offers received. **The Government is seeking offers that provide the best combination of technical attributes and price in order to select the greatest or "best value" offer. Therefore, award may be made to other than the lowest priced offer based on the criteria listed below.**

#### M002. EVALUATION CRITERIA

Prospective offerors are encouraged to submit a business proposal as discussed herein. Proposals shall be evaluated as either "acceptable" or "not acceptable" on the basis of the following criteria:

##### I. Past performance

Any proposal determined to be "not acceptable" in any evaluated area, criteria, or sub-element thereof, shall render the offer proposal to be unacceptable and therefore rejected from further consideration. The government may reject any and all proposals and waive informalities or irregularities in proposals. One-on-one discussions may be held, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify proposals, resolve issues and omissions, etc.

#### M003. PROPOSAL CONTENT

All submitted technical information, experience, past performance, qualifications of key personnel, names of customers, etc., shall be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential.

**M004. PROPOSAL****Criteria #1: Past Performance.**

Provide related experience. Be specific and provide details for each project such as:

- Project title, description, contract number
- Dollar value
- Customer name, address, phone number, and contact person
- Scope of work or type of work performed
- Performance period; dates and number of calendar days
- Any contractual issues or technical matters disputed, and resolution thereof
- Any claims and resolution thereof (i.e., nature, number, dollar value)
- Any information that would reflect on the offeror's ability to meet schedule constraints
- PLEASE PROVIDE AT LEAST THREE (3) PROFESSIONAL REFERENCES willing to be contacted on your behalf.

**M005. Consideration of Price**

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. Criteria element #1, is significantly more important than price. Therefore award may be made to other than the lowest priced offeror when the IPT determines that Criteria element #1, outweighs the price advantage.

**M006. SUBMISSION OF PROPOSAL**

*Directions for submitting proposal:*

Mail or hand-carry proposal to:

Federal Aviation Administration  
 Attn: Peggy Cuddie, ANM-52  
 1601 Lind Ave. S.W.  
 Renton WA 98057