

Metropolitan Washington Airports Authority
PROCUREMENT AND CONTRACTS DEPT.
SOLICITATION OFFER AND AWARD

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-440 1 Aviation Circle, Suite 154 Washington, DC 20001-6000		1. FOR INFORMATION CALL NAME: Richard D. Myrah TELEPHONE NUMBER: <i>(No Collect Calls)</i> 703-417-8664	
2. SOLICITATION NUMBER	3. TYPE OF SOLICITATION	4. DATE ISSUED	
6-12-C001	INVITATION FOR BIDS (IFB)	March 20, 2012	
SOLICITATION			
5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION			
The Contractor shall construct, manage and operate a rental car facility at Washington Dulles International Airport. There is a total of one (1) rental car concession available from this solicitation.			
All questions concerning this solicitation must be submitted by 3:00 PM April 4, 2012 via the Airports Authority's website at: http://www.mwaa.com/4772.htm Note: This solicitation has a 10% ACDBE participation goal.			
NOTE: CONTRACTORS ARE RESPONSIBLE FOR VERIFYING NUMBER AND DATES OF AMENDMENTS PRIOR TO SUBMITTING A BID. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY RESULT IN BID BEING DETERMINED NON-CONFORMING.			
6. BOND REQUIREMENTS			
BID GUARANTEE: \$50,000		PERFORMANCE GUARANTEE: 50% of Min. Annual Guarantee	
7. PRE-PROPOSAL CONFERENCE			
DATE: March 30, 2012		TIME: 10:00 AM	
LOCATION: Dulles Airport, JP Morgan Building, 45025 Aviation Drive, 4th Floor, Conference Room 1			
8. DEADLINE FOR OFFER SUBMISSION			
Sealed bids in original and 0 copies to perform the work or to furnish the supplies or services in the Schedule are due at the place specified at the top of this form by 10:00 A.M. local time, April 12, 2012 . Sealed envelopes containing bids shall be marked to show the bidder's name and address, the solicitation number, and the date and time the bids are due. Bids will be publicly opened at that time.			
OFFER (Must be fully completed by offeror)			
9. NAME AND ADDRESS OF OFFEROR (Include Zip Code)		11. REMITTANCE ADDRESS (If different than Item9)	
		12A. E-MAIL ADDRESS	
10A. TELEPHONE NUMBER	10B. FAX NUMBER	12B. COMPANY INTERNET WEBSITE	
NOTICE: Offer shall be valid for 60 days			
13. ACKNOWLEDGMENT OF AMENDMENTS (This offeror acknowledges receipt of amendments to this solicitation - give number and date of each)		14A. NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER	
AMENDMENT NO.			
DATE			
		14B. SIGNATURE	14C. DATE
AWARD (To be completed by MWAA)			
15. ACCEPTED AS TO ITEMS NUMBERED		20A. NAME OF CONTRACTING OFFICER	
16. CONTRACT NUMBER	17. AMOUNT	20B. SIGNATURE OF CONTRACTING OFFICER	
18. DATE OF AWARD	19. CONTRACT EFFECTIVE DATE		

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
INVITATION FOR BIDS NO. 6-12-C001
FOR A RENTAL CAR CONCESSION
AT
WASHINGTON DULLES INTERNATIONAL AIRPORT**

I. INTRODUCTION

- A. The Metropolitan Washington Airports Authority ("the Airports Authority") is seeking bids from responsible and qualified bidders ("Bidders") desiring to manage and operate a rental car concession at Washington Dulles International Airport (the "Airport") in accordance with the terms of this Invitation For Bids ("IFB") and the contract contained in Attachment I (the "Contract"). The Authority has one (1) rental car concession opportunity available for bid.
- B. Long-term plans exist for the development of a consolidated rental car facility at the Airport to be located adjacent to the site of the existing rental car ready/return and service facilities on Autopilot Drive. However, at this time the Airports Authority cannot determine if the facility will be built within the next six years. The attached draft Contract has a term of six (6) years, but may be terminated sooner by the Airports Authority if the date of beneficial occupancy of the consolidated rental car facility will be sooner than the expiration date of the Contract. As completion of the consolidated rental car facility approaches, it is the Airports Authority's intent to issue a new IFB that will address the occupancy and use of the Airport rental car facilities, including the consolidated rental car facility.
- C. Non-Exclusive curbside capacity will be provided on the Main Terminal lower level commercial roadway for the rental car buses of the rental car company that is successful in obtaining the contract to be awarded pursuant to this IFB. Rental car telephone kiosks will also be provided in the east and west Ground Transportation Centers of the Main Terminal to the rental car company that is successful in obtaining the contract to be awarded pursuant to this IFB.
- D. The rental car companies holding a current on-airport rental car contract (Incumbent Operators), include Avis, Budget, Dollar/Thrifty, Enterprise, Hertz, Thrifty, and Vanguard, operating as Alamo/National
- E. The Airports Authority will accept bids from non-Incumbent operators, Incumbent Operator brands or subsidiary companies not currently operating at the Airport, and Incumbent Operators sharing a facility at the Airport with a co-brand that now desires to have its own facility. In the event an Incumbent Operator sharing a facility with a co-brand is awarded a rental car concession, the Incumbent Operator shall be responsible for 100 percent of the concession fees and expenses associated with the original rental car concession location, in addition to the concession fees and expenses associated with the bid.

II. DESCRIPTION OF RENTAL CAR CONCESSION

A. Contract Terms and Conditions

The operation of the rental car concession will be governed by the terms and conditions of the Contract. In the event of a conflict between the provisions of the Contract and any provision of these bid documents, the provisions of the Contract shall control.

B. Number of Companies

The Airports Authority will award up to One (1) rental car concession contract under this IFB.

C. Period of the Contract

The Contract is expected to commence June 1, 2012The Contract will be for a period of up to six (6) years but, as described in further detail in the Contract, may be terminated earlier by the Airports Authority to facilitate the occupancy and use of a consolidated rental car facility to be developed on the Airport.

D. Concession Fee

The annual concession fee that must be paid by the bidder awarded a Contract pursuant to this IFB will be the greater of the minimum annual guarantee (MAG), as bid in response to this IFB, or the percentage of gross receipts fee. The percentage of gross receipts fee shall be ten percent (10%) of Gross Receipts, as more fully described in the Contract.

E. Premises – Description and Selection

1. **Ready/Return and Service Facility Area.** The following ready/return and service facility area is available under the Contract as shown on Exhibit A of the Contract:

<u>Area</u>	<u>Square Feet</u>	<u>Incumbent Operator</u>
7	172,260	None

The successful bidder, upon notification of award, must immediately proceed with design and construction of renovations to the ready/return and service facility, which could include modifications to the site. If the successful bidder for this site is relinquishing another ready/return and service facility at the Airport and there is an unamortized investment amount remaining, the Airports Authority shall not be obligated to buy-out the bidders unamortized investment; instead, the investment will continue to be amortized over the term of this Contract. If the relinquished ready/return and service facility is selected by a successful bidder when the Airport's rental car concession is bid again, the bidder shall be entitled to receive a buy-out of its remaining unamortized investment at that time. The Airports Authority shall not be required to buy-out any bidder's investment at any time.

2. **Main Terminal Rental Car Telephone Kiosks.** Telephone kiosks, two for each Ground Transportation Center are provided by the Airports Authority. Please see Exhibit A of the Contract. There shall be no rental fee for the kiosks. Each rental car concessionaire must order and pay for its own local service lines and long distance 1-800 telephone lines.
3. **Main Terminal Joint-Use Bus Loading and Unloading Area.** The rental car concessionaire awarded a contract in response to this IFB will jointly occupy a designated space on the lower level of the Main Terminal commercial curb for the loading and unloading of its customers. Please see Exhibit A of the Contract. The Joint-

Use Bus Loading/Unloading Area is reserved by the Airports Authority for the use of the on-Airport rental car concessionaires, and may not be used by other commercial ground transportation operators doing business at the Airport. The Airports Authority shall install name recognition signs at the Joint-Use Bus Loading/Unloading Area. The on-Airport rental car concessionaires are not authorized to pick up or discharge their customers at any other location on the Airport without the express written authorization of the Airports Authority.

4. **Overflow Area.** The Airports Authority will continue to lease joint overflow space, as available, to companies requesting additional parking area space. Such space shall be assigned by a separate lease agreement under separate terms and conditions, including separate fees for the use of such space. Either party may cancel the lease agreement with sixty (60) days advance written notice.

F **Shuttle Bus Service.** The successful Bidder that executes a Contract (“Contractor”) may operate a shuttle bus service to transport rental car customers at its own cost and expense between the Airport Terminal Building and the Contractor's ready/return and service facility. The Joint-Use Bus Loading and Unloading Area is designated by the Airports Authority for the Contractor's use in common with the other on-Airport rental car concessionaires. The Contractor agrees to regulate and control the frequency and curbside dwell time of its shuttle buses to optimize the capacity of the Joint Use Bus Loading and Unloading Area in the movement of rental car customers.

The Contractor shall maintain its shuttle buses in good operating condition, including air conditioning and heating units, and remove from service and repair or have repaired any vehicle that is damaged or has a defect that would affect the safety of the public. All buses operated by the Contractor shall be titled and licensed in the Commonwealth of Virginia and shall be subject to the inspection requirements of the Commonwealth of Virginia. All buses must be equipped with an Airports Authority issued AVI tag. This tag will be used by the Airports Authority to monitor curbside trips and dwell time.

The Contractor, jointly with all of the other on-Airport rental car concessionaires, may elect to operate a consolidated on-Airport shuttle bus service. In the event that the on-Airport rental car concessionaires elect to operate a common shuttle bus service, this service shall be subject to the prior written approval of the Airports Authority.

G. **Customer Facility Charge.** The Airports Authority intends to require the Contractor to collect a Customer Facility Charge (CFC) on behalf of the Airports Authority from each customer, in accordance with the Contract requirements. The Airports Authority expects that the initial CFC will be \$4.00 per day. The CFC is to cover expenses of the Airports Authority in connection with the development of the consolidated rental car facility, including utility, roadway and parking relocation costs; consolidated rental car facility design and construction costs; acquisition of buses needed for operation of a common rental car shuttle between the terminal and consolidated rental car facility; and debt service and reserves needed for financing obtained for these projects.

III. PRE-BID CONFERENCE

- A. A pre-bid conference will be held on, Washington Dulles International Airport, 45025 Aviation Drive, Suite 400, Conference Room No. 1 on March 30, 2012 from 10:00 a.m. to 12:30 p.m.
- B. The purpose of the pre-bid conference will be to discuss the requirements and objectives of this IFB. Each bidder is encouraged to attend this conference and confirm your attendance by contacting:

Mr. Carlton Vaughn
Airport Administration Department
Metropolitan Washington Airports Authority
P.O. Box 17045
Washington, DC 20041-0045
Telephone: 703-572-2900
Facsimile: 703-572-8213

- C. All questions concerning this IFB should be submitted electronically via the form on the Airports Authority's web site at: <http://www.mwaa.com/4772.htm> **DO NOT submit questions to any other address.** Bidders are encouraged to submit questions at least 48 hours prior to the pre-bid conference. At the conference, the Airports Authority's representatives will attempt to answer all questions received. A summary of the questions and answers will be made available to all planholders of record regardless of whether or not they attend the pre-bid conference. Bidders are encouraged to state questions and/or concerns about the IFB documents as early as possible to avoid last minute changes to the IFB. Questions about the IFB will be accepted up to 3:00 p.m. local time, April 4, 2012.

IV. INSTRUCTIONS FOR SUBMISSION OF BIDS

- A. Bidder Responsible for Reviewing IFB Documents

Each Bidder is responsible for reading and understanding these bid documents, including, but not limited to, the instructions for submitting bids and the draft Concession Contract. A Bidder's failure to review or the Bidder's misunderstanding of the terms of the IFB or the Contract will not excuse the Bidder from any requirements or obligations contained in the IFB or Contract. Bidders shall have no claim for relief based upon a lack of knowledge or understanding of the content or legal effect of any such provisions of the Contract or IFB.

- B. Contents of Bids

Each bid submission shall include the following items as required:

1. **THE ELIGIBILITY FORM**, included as Attachment II in these bid documents.
2. **THE BID FORM**, included as Attachment III to the IFB, or an exact reproduction thereof, and any items required or permitted to be attached to the Bid Form in accordance with the instructions contained therein;

3. **THE REPRESENTATIONS AND CERTIFICATIONS**, included as Attachment IV to the IFB;
4. **BID GUARANTEE**, as outlined in Paragraph VI to the IFB;
5. **ACKNOWLEDGEMENT OF ANY SOLICITATION AMENDMENTS**;
6. **THE SOLICITATION OFFER AND AWARD FORM, COMPLETED AND SIGNED AS INSTRUCTED THEREIN.**

C. Acknowledgment of Amendments to Solicitations

Bidders shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the Solicitation Offer and Award form; or (c) by letter or facsimile. The Airports Authority must receive the acknowledgment by the time specified for receipt of bids.

D. Submission of Bids

1. Bids and modifications thereof shall be submitted in sealed envelopes or packages showing the name and address of the Bidder, the solicitation number, and the time specified for receipt. Envelopes or packages should be addressed and delivered to the following location:

Metropolitan Washington Airports Authority
Procurement and Contracts Department, MA-440
Ronald Reagan Washington National Airport
1 Aviation Circle, Suite 154
Washington, DC 20001-6000

2. Bids and modifications thereof which are submitted via any form of electronic transmission such as facsimile (FAX) or telegraph will not be considered unless authorized by this solicitation.
3. Bids, modifications thereof, and all documentation submitted in support of the bid, including, but not limited to, written narrative, enclosures, submittal, examples of past work, financial statement, and videos will become the property of the Airports Authority and will not be returned.
4. **Bids must be received by the Procurement and Contracts Department at the address stated above by not later than April 13, 2012, 10:00 a.m., in order to be eligible for consideration.**

E. Late Submission, Modifications, and Withdrawals of Bids

Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before the Contracts are awarded and the bid:

1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th).
2. Was sent by overnight express delivery service (i.e. FedEx, UPS, Airborne Express, U.S. Postal Service Express Mail, or other similar guaranteed delivery service) in time to have arrived prior to the date and time specified for receipt of bids.
3. Was sent by mail or by overnight express delivery service (or was electronically transmitted via fax if authorized), and it is determined that the late receipt was due solely to mishandling by the Airports Authority after receipt at the Airports Authority's offices.
4. Is in the Airports Authority's best interest to accept the bid.

Any modification or withdrawal of a bid except a modification resulting from the Contracting Officer's request for "best and final" bid is subject to the same conditions as in Section D, paragraphs.1 through 4 above.

The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Bidders should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service

The only acceptable evidence to establish the time of receipt at the Airports Authority installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

Notwithstanding anything to the contrary herein, a late modification of an otherwise successful bid that makes its terms more favorable to the Airports Authority will be considered at any time it is received and may be accepted.

Bids may be withdrawn in person by any Bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

F. Reading of Bids

Each and every bid received by the scheduled closing time for the receipt of bids will be publicly opened and read aloud at approximately 11:30 a.m., EDT on, in the Board of Directors' Conference Room, Metropolitan Washington Airports Authority, 1 Aviation Circle, Ronald Reagan Washington National Airport. At the opening of the bids, only the name of the Bidder and the proposed total MAG for the six year term of the Contract will be read.

G. Requirements of Bids

No bidder shall be considered for Contract award by the Airports Authority unless it complies with the following requirements:

1. Eligibility Requirements

- a. The Airports Authority will accept bids from non-Incumbent operators, Incumbent Operator brands or subsidiary companies not currently operating at the Airport, and Incumbent Operators sharing a facility at the Airport with a co-brand that now desires to operate its own facility.
- b. The Bidder must be financially capable and experienced to provide the services required by the Contract. This determination will be based upon the Eligibility Form included as Attachment II to this IFB. Along with the Eligibility Form, the Bidder must submit the following information:
- c. A copy of the latest audited financial statements for the Bidder, including the notes to the financial statements. If the Bidder is a subsidiary corporation or co-brand, a copy of the parent company's most recent consolidated financial statements/annual report to stockholders is also required.
- d. A copy of the Bidder's organizational chart, including names of individuals in the various positions from the local manager through the firm's Chief Executive Officer (CEO) or Chief Operating Officer (COO).
- e. Names, titles, mailing addresses and business telephone numbers of the corporate officers.
- f. If a bid does not contain an Eligibility Form, or if the information contained in the Eligibility Form is incomplete or not responsive, the bid may be rejected by the Airports Authority.
- g. The Bidder must be current in payments of all fees due the Airports Authority under any agreement between Bidder and the Airports Authority.

2. Minimum Annual Guarantee

The total of the six years' MAG will be the sole basis for determining the award. The minimum acceptable bid by each Bidder on the Bid Form shall be the greater of seven hundred and fifty thousand (\$750,000) for each Contract Year provided, however, the MAG bid for each Contract Year after the first Contract Year shall not be less than the

MAG for the prior year nor more than twenty percent (20%) greater than the amount for the previous year. If the MAG bid for any Contract Year is omitted or if it is less than the acceptable minimum bid amount, the bid will be rejected.

3. Concession Contract Terms and Conditions

By submitting a bid, Bidders agree not to take any exception to the Contract terms and conditions.

4. Bid Irrevocable for One Hundred Eighty Days

Bids may be accepted by the Airports Authority within one hundred eighty (180) days following the due date for bids. Bids shall not be revoked or altered during this 180 day acceptance period. Any Bidder who revokes or alters its bid prior to the end of this period shall forfeit its bid guarantee to the Airports Authority.

H. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program

1. By signing its bid, the Bidder commits to make good faith efforts to achieve the Airport Concession Disadvantaged Business Enterprise (ACDBE) goal at a level of at least ten percent (10%) of the Annual Gross Receipts of the rental car concession, unless a waiver request meeting the requirements of **Paragraph 6**, below, is submitted with the bid. Failure to sign the bid or submit a request for waiver of the ACDBE goal with the bid will result in the bid being found to be in nonconformance with the IFB and rejected. The Airports Authority will treat all other matters of ACDBE participation (for example, whether the Bidder has made a good faith effort to meet the ACDBE goal, the sufficiency of the ACDBE information that has been provided) as matters relating to the Bidder's responsibility that the Airports Authority may determine prior to award through communications with the Bidder in question. Unless the Airports Authority declares otherwise, such communications with the Bidder in question do not constitute "negotiations" or "discussions" as these terms are used in the Airports Authority's Contracting Manual and do not require communication with other Bidders.

ACDBE participation may be achieved through the purchase of goods and services necessary to conduct the rental car business at the Airport from ACDBEs, as further described in the U.S. Department of Transportation's ACDBE regulations, 49 CFR 23.53. These goods and services may include the purchase of new vehicles, provided that the auto dealer can be certified as an ACDBE under 49 CFR Part 23. However, a good faith effort must be made by the rental car concessionaire to obtain ACDBE participation from ACDBE providers of goods and services other than ACDBEs engaged in the sale or lease of vehicles.

2. The goods and services procured from ACDBE firms must be documented by the rental car concessionaire and be verifiable by the Airports Authority. Annual statements of ACDBE participation will be required, as set forth in the draft contract. In addition, an annual statement of good faith efforts to achieve the goal through ACDBE goods and services other than the lease or purchase of vehicles from ACDBE firms will also be required. See Section 3.23 of the Draft Concession Contract for reporting requirements.

3. The Airports Authority may conduct post award compliance reviews of the ACDBE participation under the Contract. The rental car company that is awarded a Contract pursuant to this IFB shall keep all records as necessary to enable the Airports Authority to determine compliance with the ACDBE obligations. Records to be kept by the Contractor will include, but are not limited to, information on the type of goods and/or services provided by the ACDBE firm(s), the dollars spent with each ACDBE firm and the DBE certification status of the firms.
4. The rental car company will receive credit for ACDBE participation by firms that are certified as ACDBEs by the Airports Authority prior to submission of the annual certified statements of ACDBE participation. All ACDBE applications and supporting documents for certification must be submitted to:

Equal Opportunity Programs Office
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, D.C. 20001-6000

The application should clearly identify the “Airport Rental Car Concession” as the opportunity for which the DBE certification is being sought. The rental car company shall ensure that DBE applications are submitted in a timely manner (at least 6 weeks before the deadline for submission of the annual certified statements of ACDBE participation). The applicant ACDBE shall include a statement of the goods or services that it plans to provide. Once certified by the Airports Authority, ACDBE firms will be required to submit a annual “No Change Affidavit” as required under 49 CFR Part 26.

The Airports Authority's Office of Equal Opportunity Programs will assist interested Bidders in identifying current Airports Authority certified ACDBE firms and other DBE firms upon request. **Any questions about ACDBE certification should be directed to Certification Manager, Equal Opportunity Programs at 703-417-8625.**

5. To qualify as an ACDBE, the firm must meet the definition set forth below and the applicable size standard, defined in terms of the firm's average annual gross receipts for the preceding three (3) fiscal years. The applicable size standard for ACDBE rental car concessionaires is \$69.97 million, which means the ACDBE's average annual gross receipts for the last three years (including gross receipts of all affiliates) cannot exceed \$69.97 million. However, the applicable size standard for ACDBE firms providing goods and services to rental car concessionaires is \$52.47 million. The applicable size standard for ACDBE automobile dealerships is 350 employees. The receipts or number of employees of affiliate companies are included in determining size. In general, business concerns are affiliates of each other when either directly or indirectly (1) one concern controls or has the power to control the other, or (2) a third party (or parties) has the power to control both. Consideration is given to such factors as common ownership, common management, contractual relationships and overlapping authority.

An ACDBE, as defined by 49 CFR Part 23, is a business concern that meets the applicable size standard and is a small business (as defined by the Small Business Administration), which is: a) at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly

owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it "Socially and economically disadvantaged individuals" include:

- a) Women;
- b) Black Americans, which includes a person having origins in any of the Black racial groups of Africa;
- c) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, and Native Hawaiians;
- e) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru; and
- f) Asian-Indian Americans, which includes persons whose origins, are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.

The Airports Authority generally will assume that business owners who fall into one of these groups are socially and economically disadvantaged. Their disadvantaged status will not be investigated, unless a third-party challenge is made or the Airports Authority has reason to suspect that the owner(s) may not be disadvantaged

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Airports Authority, as part of the certification process, will determine whether the individual is socially and economically disadvantaged under the criteria in 49 CFR Part 23. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

6. Good Faith Effort Waiver:

If a Bidder is unable to meet all or any part of the ACDBE participation goal, the Bidder must submit a Request for Waiver (see attached form) of the goal with its bid. The Request for Waiver must demonstrate that the Bidder made good faith efforts to achieve the goal. The Request for Waiver must include a detailed report of the efforts made by the Bidder, sufficient to satisfy the Authority that a waiver of the goal or portion thereof

is justified. The Request for Waiver must be submitted with the proposal, under separate cover, and addressed to the Equal Opportunity Programs Office. The Equal Opportunity Programs Office will review the request to determine if good faith efforts have been made, and will make a decision to approve or deny the Request for Waiver. Activities constituting “good faith efforts” are outlined below.

- a) Elements of the Waiver Report: The report supporting the waiver request shall include documentation to substantiate the good faith efforts made. The following examples are possible efforts demonstrating good faith; however, this list is not inclusive or exhaustive:
- Attend any informational meetings that are scheduled by the Airports Authority regarding ACDBEs;
 - Advertise in major circulation newspapers, such as the Washington Post, trade association newsletters and minority and/or women oriented media concerning the ACDBE participation opportunities;
 - Provide written notice to a reasonable number of specific ACDBEs regarding the concession contract being solicited, in sufficient time to allow ACDBEs to participate;
 - Follow-up initial solicitations of interested ACDBEs to determine their level of interest in the opportunity;
 - Provide interested ACDBEs with adequate information about the IFB, the certification process and other elements of the opportunity;
 - Negotiate in good faith with interested ACDBEs and not reject ACDBEs as unqualified without sound reasons, based upon thorough investigation of their capabilities; and,
 - Make efforts to assist interested ACDBEs in obtaining financing or insurance (if applicable).
- b) Good faith efforts of an Bidder shall be evaluated by the Airports Authority to determine whether the efforts to obtain ACDBE participation were those that a firm aggressively seeking partners or subcontractors would take in the normal course of doing business; whether the steps taken had a reasonable probability of success; and whether there were qualified ACDBEs available and willing to participate in a reasonable manner.
- c) Efforts that are merely pro forma are not good faith efforts to meet the goal. Efforts to obtain ACDBE participation are considered pro forma, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of ACDBE participation to meet the ACDBE goal. For example, advertising or bulk mailings, alone or together are considered pro forma unless followed up with telephone calls and/or correspondence consistent with normal business practice. If the ACDBE firm

provides a reasonable and/or legitimate bid, a reasonable effort to evaluate the participant and work towards a good business arrangement for both parties must be demonstrated.

- d) If the Waiver Request is denied, the bid will be rejected. If the Waiver Request is granted, the bid will be considered.
- e) If the bid does not on its face, commit to meeting the ACDBE goal, and no Waiver Request form is included with the bid, the bid will be rejected without any evaluation.

I. Additional Causes for Rejection of Bids

In addition to any other cause for the rejection of a bid stated in this IFB, a bid may be rejected by the Airports Authority if:

1. the bid contains any omissions;
2. the bid contains any alterations of proposal forms by erasures, interlineations, or otherwise;
3. the bid contains any additions not called for or otherwise allowed;
4. the bid contains any conditions or limitations;
5. the bid contains any unauthorized alternate bids;
6. the bid contains any irregularities of any similar nature to those listed above;
7. the bid is one of two or more bids submitted by the same person, firm or entity under the same or different names;
8. there is evidence of collusion among Bidders;
9. the Bidder submitting the bid is in default or arrears under any prior or existing Contract with the Airports Authority; or
10. there is any unresolved claim between the Bidder and the Airports Authority.

Bidders are strongly advised to acknowledge all amendments to this IFB issued by the Airports Authority as instructed on the Amendment of Solicitation form. Failure to acknowledge all amendments to this IFB may result in the rejection of a bid, unless the Airports Authority determines that there is sufficient evidence that the Bidder constructively acknowledged the amendment. The Airports Authority reserves the right to reject a bid if the Bidder appears on any Federal or State list of companies precluded from doing business with the government.

V. **ORDER OF BIDS AND AWARD OF CONTRACT**

A. Award of Contract

Award of the concession Contract shall be made to the responsible Bidder submitting an eligible bid having the highest total Minimum Annual Guarantee. The total MAG bid for each Bidder shall be determined by totaling the MAG bids for the six Contract Years. The total MAG will be the only basis for determining the award.

B. Tie-Bid(s)

In the event two or more bids are received with identical total aggregate Minimum Annual Guarantees, the bid that was received earliest by the Airports Authority's Procurement and Contracts Office at 1 Aviation Circle, Suite 154, Ronald Reagan Washington National Airport, Washington, DC 20001-6000, will be considered the higher bid. Each Bidder will have its bid date and time stamped upon receipt by the Airports Authority.

C. Executed Concession Contract

The Airports Authority will provide the apparent successful Bidder two (2) copies of a Concession Contract to execute and return to the Airports Authority by a specific deadline, which shall not be earlier than two weeks from the date the Bidder receives the Contracts. **The two (2) fully executed copies of the Contract must returned to the Airports Authority by certified mail or overnight delivery service and be received by the Airports Authority prior to the stated deadline.** The Bidder shall not alter or take exception to the Contract terms and conditions.

VI. **BID GUARANTEE**

A. A bid guarantee in the sum of Fifty Thousand Dollars (\$50,000) must be submitted by each Bidder with its bid to guarantee execution of a Contract.

B. The bid guarantee, at the option of the Bidder, may be in the form of a certified check, cashier's check, irrevocable letter of credit (by a bank rated "B" or better by LACE Financial Corporation) a bid bond, or a money order, made payable to the Metropolitan Washington Airports Authority. **The checks or money orders will be deposited into an Airports Authority bank account, without interest, designated for this purpose.**

C. The bid guarantee will be returned without interest to the unsuccessful Bidders within thirty (30) days following the execution of the Contract by the Airports Authority and the successful Bidder. The bid guarantee of the successful Bidder shall not be released until the execution of its Contract and the receipt by the Airports Authority of the performance guarantee.

VII. **REQUIREMENTS AFTER AWARD OF CONTRACT**

A. Delivery of Performance Guarantee

On or before the commencement date of the Period of the Contract, each of the successful Bidders must provide to the Airports Authority a performance guarantee. Such performance

guarantee is to guarantee the faithful performance of the terms and conditions of the Contract, including the payment of fees due to the Airports Authority and shall be maintained in the required amount at all times during the Period of the Contract. The performance guarantee for the first Contract Year shall be an amount equal to fifty percent (50%) of the MAG bid for that Contract Year. The Performance guarantee shall be maintained at a level equal to fifty percent (50%) of the MAG for subsequent Contract Years.

B. Failure to Execute Contract, Deliver Performance Guarantee and/or Certificate of Insurance

In the event a successful Bidder fails to deliver to the Airports Authority the executed Contract, the performance guarantee, a franchise agreement if applicable, and the certificate of insurance, by the stated deadlines then the Bidder shall not start operations and shall forfeit its bid guarantee, which sum shall be considered to be liquidated damages and not a penalty. The Airports Authority may, in its sole discretion, award the Contract to the next highest Bidder who is ready, willing, and able to meet all of the terms and conditions of the Contract.

VIII. **RIGHTS RESERVED TO THE AIRPORTSAUTHORITY**

Notwithstanding any other provision of the IFB documents, the Airports Authority reserves to itself the following rights:

A. Right to Modify Bid Documents

The Airports Authority reserves the right to modify or amend any provision of these bid documents, including, without limitation, the provisions of the Contract, at any time prior to the deadline for the submission of bids.

B. Right to Reject Any or All Bids

Whenever the Airports Authority deems it to be in the Airports Authority's best interest, the Airports Authority reserves the right, in its sole discretion, to reject any or all bids; to waive minor irregularities and informalities in a bid and award a Contract notwithstanding such minor irregularity or informality, except that the Airports Authority will not waive the requirement that a bid be received by the Airports Authority prior to the deadline for submission of bids; to re-advertise; or to proceed with or to provide the service that is the subject of this solicitation in a manner other than by awarding the Contract under this IFB.

C. Right to Cancel Award of the Contract

The Airports Authority reserves the right to cancel the proposed award of the Contract to any successful Bidder at any time before a Contract with such Bidder has been fully executed by the Airports Authority and delivered by the Airports Authority to the Bidder. Any such cancellation by the Airports Authority shall be without any liability to such successful Bidder except for the return of the bid guarantee.

IX. **GENERAL INFORMATION**

A. **Historical Gross Receipts**

The historical gross receipts for the rental car concession at the Airport are as follows:

	Avis	Budget	Dollar/Thrifty	Enterprise	Hertz	National/Alamo
2008*	\$13,367,887.39	\$8,544,304.50	\$7,816,576.70	\$7,282,398.11	\$22,544,259.36	\$15,203,195.96
2009	\$29,435,376.24	\$15,234,142.98	\$12,712,981.65	\$14,797,919.38	\$40,693,378.16	\$26,214,870.38
2010	\$28,061,019.08	\$15,453,378.48	\$13,238,223.71	\$14,624,899.63	\$42,563,591.08	\$29,612,066.33
2011	\$29,308,499.24	\$22,836,478.58	\$13,507,943.64	\$16,512,832.55	\$41,631,730.68	\$30,265,174.42

* Indicates July through December 2008

B. **Historical Passenger Enplanements**

The passenger enplanements at the Airport are as follows:

<u>Fiscal Year</u>	<u>Enplanements</u>
<u>Historical Activity*</u>	
2000	10,037,430
2001	8,988,856
2002	8,595,966
2003	8,458,687
2004	11,428,867
2005	13,503,813
2006	11,497,150
2007	12,382,816
2008	11,944,861
2009	11,614,328
2010	11,815,178
2011	9,372,361

* Source: Airports Authority records.

The foregoing information is furnished for information purposes only. The Airports Authority does not warrant the accuracy of the Gross Receipts data. Such data shall in no way release a Bidder from the responsibility of determining for itself the business potential of the rental car concession at the Airport. The Airports Authority does not guarantee that future revenue will equal or exceed past revenue.

C. **Airlines and Airline Market Share**

The following list shows the airlines (by their common names) serving the Airport as of December 2011:

Regional, Major, National, and International Passenger

Aer Lingus, Aeroflot, AeroSur, Air France, AirTran, ANA, , American, Austrian, Avianca, British Airways, Cayman Airways, COPA, Continental, Delta, Delta Connection, Ethiopian, Frontier, Icelandair, JetBlue, KLM, Korean, Lufthansa, Porter, Qatar, Saudi Arabian, SAS, South African, Southwest, TACA, Turkish Airlines, United, United Express, US Airways, US Airways Express, Virgin America, Virgin Atlantic.

Enplanements By Domestic Market Share – Above 1 Percent

Jan. 2010 – Dec. 2010

<u>Airline</u>		<u>Share</u>
United	3,430,680	39.7%
United Express	1,801,090	26.1%
JetBlue	576,039	6.7%
American	464,266	5.4%
Southwest	374,282	4.3%
Go Jet	318,557	3.7%
Delta	317,266	3.7%
Virgin America	231,889	2.7%
AirTran	119,681	1.4%
ContinentalExp.	47,307	.5%
US Airways	22,629	.3%
Total	7,748,717	94.5%

D. Utility Rates

The utility rates at the Airport that currently apply to the rental car ready/return and service facilities for 2011 are as follows:

<u>Utility</u>	<u>Units</u>	<u>Charge</u>
Electricity	100 kW h	\$ 5.33
Natural gas	1,000 cu.ft.	\$ 11.90
Water/Sewer	1,000 gals.	\$ 6.74

E. Current Minimum Annual Guarantees

The current MAG for the final rental car contract period are as follows:

Avis Rent A Car System, Inc.	\$3,655,000
Budget Rent a Car Systems, Inc.	\$1,741,300
Dollar/Thrifty Group Inc.	\$1,150,405
Enterprise Leasing Company	\$1,149,000
The Hertz Corporation	\$4,859,200
Vanguard Car Rental USA, Inc.	\$2,702,205

X. AMENDMENTS TO THIS INVITATION FOR BIDS

The Airports Authority will not be responsible for any oral instructions with regard to this IFB or with regard to the completion and submission of any bid proposal. Said IFB may only be changed by a

formal, written amendment of the IFB which, if issued by the Airports Authority, will be delivered or mailed to all prospective bidders of record.

By:

Mike Stewart, Manager
Airport Administration Department

ATTACHMENT I
CONCESSION CONTRACT

ATTACHMENT II
ELIGIBILITY FORM

INVITATION FOR BIDS NO. 6-12-C001

ATTACHMENT II

**ELIGIBILITY FORM
TO OPERATE A RENTAL CAR CONCESSION
AT WASHINGTON DULLES INTERNATIONAL AIRPORT**

Article IV of the Invitation for Bids (IFB) requires all bidders (“Bidders”), except for Incumbent Operators submitting a bid, to complete this form in full and return it with their bid to the Airports Authority. This form will enable the Airports Authority to determine whether the Bidder has met the minimum eligibility requirements for submitting a bid. Use additional pages as necessary, but please indicate at the top of each page the number and/or letter of the paragraph to which each such page relates. Incumbent Operators submitting a bid must submit the information listed in Article IV.G.1.b. of the IFB in lieu of this Eligibility Form. If this Eligibility Form is not submitted, or if the information contained herein is incomplete or not responsive or the Bidder does not have the financial capability to provide the required goods and services, the Bidder's bid may be rejected by the Airports Authority.

(Note: If the Bidder is a franchisee, a joint venture, or a subsidiary then the information requested below shall be provided for both the franchise and parent entity, each company forming the joint venture, or the subsidiary and parent entity.)

1. Bidder

A. Name: _____

B. Address: _____

C. Telephone Number: _____

D. Contact Person: _____

E. Type of Organization (check all that apply):

- Corporation - Please give State and year of incorporation:
- Partnership
- Joint Venture
- Sole proprietorship
- Other (explain)

2. Financial Information

- A. Please attach evidence of Bidder's financial responsibility, such as a credit rating from a qualified firm preparing credit ratings, a letter of credit worthiness from a bank, a letter of credit from an FDIC insured bank describing a Bidder's credit line, or other trade reference.
- B. If bidder is a publicly-traded company, attach its latest annual report. If Bidder is not a publicly-traded company, please submit its most recent audited financial statements, including a balance sheet, an income statement, and cash flow statement. All financial statements provided to the Airports Authority hereunder shall be financial statements certified by an independent certified public accountant. If no certified financial statements have been created, an uncertified statement shall be submitted.
- C. Has the Bidder ever had a performance guarantee bond or surety canceled or forfeited? YES () NO (). If yes, state the name of bonding company, date, amount of bond and reason for cancellation or forfeiture.
- D. Has the Bidder or the director, principal officer, or owner of ten percent or more of stock of the Bidder ever reorganized under the Bankruptcy Code or declared bankruptcy? YES () NO (). If yes, state case name, date of the proceedings, court jurisdiction, amount of liabilities and amount of assets as of the date filed, and disposition.
- E. Has the Bidder or any entity affiliated with it ever been awarded a concession at any airport and failed to operate the concession for the full contract term thereof? YES () NO (). If yes, please state name of airport, date of award and describe the circumstances.
- F. Has the Bidder been involved in litigation in the previous five (5) years as plaintiff or defendant as a result of bidding a rental car concession?
_____ YES ___ NO. If yes, state the date, court jurisdiction, case number and outcome. This response should include litigation under the current entity, any d/b/a's thereof or affiliates and any litigation involving the officers or majority stockholders.

3. Ownership and Control of Bidder

- A. If Bidder is a corporation, please list all officers, directors and owners of ten percent or more of its capital stock.
- B. If Bidder is an entity other than a corporation, please list all persons or entities with an interest of ten percent or more in the operation of the Bidder, indicating the title, if any, and the percentage of the interest of each.
- C. Please provide names, titles, mailing addresses and telephone numbers of the corporate officers.
- D. Please submit a copy of the Bidder's company organizational chart, including the names of the individuals in the various positions.

4. Authorization to do Business in the Commonwealth of Virginia

- A. The Bidder shall attach a certification signed by its authorized representative, which states to the Airports Authority that Bidder is authorized to do business in the Commonwealth of Virginia. Please attach a copy of the certificate hereto. If not authorized by the date bids are due to the Airports Authority, the Bidder must obtain the certification no later than the date the Airports Authority presents the Contract for execution by the Bidder.

5. Experience

- A. If the Bidder has at least five years of experience in the automobile rental business, please attach a brief summary of such experience, including relevant dates, places, and extent of operations.
- B. If the Bidder does not have at least five years of such experience, please complete or provide the following:
 - (1) Set forth the name and address, and describe the business background, of the person or persons to be employed as manager(s) of the Bidder's Concession (should Bidder be awarded a Concession).

- (2) State the largest gross receipts your organization has realized from the operation of the Bidders businesses at any one (1) airport in any one (1) year within the last five (5) years:

\$ _____ Year _____

- (3) State the number of cars which your organization will have available for rent to the public at Washington Dulles International Airport during the typical peak business day of the week during the first Contract Year. _____

- (4) State the hours which you propose to operate the Ready/Return and Service Facility Area and reservation systems at the Airport.

- (5) Do you have a nationwide reservation system?

State the number of locations on airports of such systems.

- (6) State the name of your credit card affiliations.

- (7) Do you offer inter-city service? ____yes ____no If yes, list the names of the major cities to which such service is offered.

(8) State the number and location of your operating outlets and facilities in the Baltimore/Washington and D.C. Metropolitan Area.

(9) State the number of rental cars owned or leased by your company in your fleet in Virginia, Maryland, and the District of Columbia and registered in those jurisdictions.

(10) Do you participate in a national advertising program?

(11) State the amount of your local/national advertising program annually. \$ _____.

(12) Have any leases for the operation of rental car concessions or other business enterprises held by your organization ever been canceled? _____yes _____no If yes, provide additional details.

(13) List the names of three (3) persons (other than Airports Authority employees and members of the Board of Directors) having knowledge of your ability to conduct the rental car business as described in the IFB documents:

Name: _____
Title: _____
Address: _____

Telephone: _____
Nature of
Association: _____

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Nature of
 Association: _____

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Nature of
 Association: _____

6. Franchise Agreement. Please attach a copy of the Bidders binding letter of intent or the franchise agreement with a major rental car company if the Bidder is not a rental car company.

The undersigned hereby certifies that all of the information contained herein, and in any and all attachments hereto, is true and accurate.

ATTEST:

 (Name of Bidder)

By: _____

Dated: _____, _____

ATTACHMENT III

BID FORM

ATTACHMENT III

**BID FORM
TO OPERATE A RENTAL CAR CONCESSION
AT WASHINGTON DULLES INTERNATIONAL AIRPORT**

To: Manager Airport Administration Department
c/o Procurement and Contracts, Suite 154
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, DC 20001

Date: _____

Re: Invitation For Bids No. 6-12-C001

1. Pursuant to the Authority's Invitation for Bids for the right and privilege of establishing and operating a rental car concession at Washington Dulles International Airport, the undersigned hereby submits a bid based on and subject to the terms and conditions of the IFB documents, which documents have been read by the undersigned and to which the undersigned agrees.

2. The undersigned will operate the following rental car brand(s)
_____ under the Contract
(Attachment 1).

3. Based upon the terms, provisions and conditions of the IFB documents, the undersigned hereby agrees to pay to the Metropolitan Washington Airports Authority, for the right and privilege of operating an on-airport rental car concession, either the following Minimum Annual Guarantee or a ten percent (10%) concession fee of the total Gross Receipts derived from its concession operations at the Airport as specified in the Contract (Attachment I), whichever is greater on a Contract Year basis:

A. Contract Year Minimum Annual Guarantee:

- 1. _____ Dollars (\$ _____)
(Amount expressed in words) (Amount in figures)
- 2. _____ Dollars (\$ _____)
(Amount expressed in words) (Amount in figures)
- 3. _____ Dollars (\$ _____)
(Amount expressed in words) (Amount in figures)
- 4. _____ Dollars (\$ _____)
(Amount expressed in words) (Amount in figures)
- 5. _____ Dollars (\$ _____)
(Amount expressed in words) (Amount in figures)

Total _____ **Dollars** (\$ _____)

NOTE: The total of the five years' Minimum Annual Guarantees will be the sole basis for determining the order of bids. The minimum acceptable bid by each Bidder on the Bid Form shall be the greater of Six Hundred Thousand Dollars (\$600,000) for each Contract Year or 85 percent of the bidder's concession fees paid for the most recent Contract Year at the Airport. If the bidder is not an Incumbent Operator, the minimum acceptable bid shall be no less than \$250,000. The Minimum Annual Guarantee bid for each Contract Year after the first Contract Year shall not be less than the Minimum Annual Guarantee for the prior year nor more than twenty percent (20%) greater than the amount for the previous year. If the Minimum Annual Guarantee bid for any Contract Year is less than the acceptable minimum bid amount, the bid will be rejected. If a Bidder fails to provide a Minimum Annual Guarantee for each Contract Year, the bid will be rejected.

ATTEST:

_____	_____
	(Company name)
By:	_____
	(Signature-authorized official)

	(Printed Name)

	(Title)
Address:	_____

Telephone No.:	_____

ATTACHMENT IV

REPRESENTATIONS AND CERTIFICATIONS

INVITATION FOR BIDS NO. 6-12-C001

ATTACHMENT IV

REPRESENTATIONS AND CERTIFICATIONS

01 PARENT COMPANY AND IDENTIFYING DATA

- A. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offeror's company means that the parent company must own at least 51% of the voting rights in that company. A company may control an offeror as a parent company even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.
- B. The offeror is, is not (check applicable box) owned or controlled by a parent company.
- C. If the offeror checked "is" in paragraph B. above, it shall provide the following information:

Name and Main Office Address of Parent Company (include zip code)	Parent Company's Employer's Identification Number
_____	_____

- D. If the offeror checked "is not" in paragraph B. above, it shall insert its own Employer's Identification Number on the following line:
_____.

02 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable box, represents that:

- A. It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.
- B. If the offeror is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ (country).

03 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this request for proposals or quotations:

04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION

- A. Representation The offeror represents and certifies as part of its offer that it [] is, [] is not a local disadvantaged business enterprise.
- B. Definitions "*Local Disadvantaged Business Enterprise*" (*LDBE*) is defined as a disadvantaged business concern which is organized for profit and which is located within a 100-mile radius of Washington, DC's zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary would also be eligible to participate in the Authority's LDBE Program. "*Located*" means that, as of the date of the contract solicitation, a business entity has an established office or place of business within a city, county, town, or political jurisdiction within the 100-mile radius referenced above. Evidence of whether a business is "*located*" within the region includes, but is not limited to: an address that is not a Post Office Box; employees at that address; business license; payment of taxes; previous performance of work similar to work to be performed under contract, or related work; and other indicia. A "*disadvantaged business*" is defined as a firm which is not dominant in its field, and which meets the Authority's disadvantaged business size standard(s) for this solicitation.
- C. Certification Proposed LDBEs must apply to the Authority's Equal Opportunity Programs Office for certification. For further instruction, see **Section IX on Local Disadvantaged Business Enterprise Participation (LDBE)** in this Solicitation.

05 MINORITY BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The offeror represents that it [] is, [] is not a Minority Business Enterprise.
- B. Definition. A *Minority Business Enterprise* is:
1. A firm of any size which is at least **51%** owned by one or more minority persons or, in the case of a publicly-owned corporation, at least **51%** of all stock must be owned by one or more minority persons; and whose management and daily business operations are controlled by such persons. A person is considered to be a minority if he or she is a citizen of lawful resident of the United States and is:
 - a. Black (a person having origins in any of the black racial groups in Africa);
 - b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - c. Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);
 - d. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - e. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.)
- C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

06 WOMEN BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The offeror represents that it [] is, [] is not a Women Business Enterprise.
- B. Definitions. A *Women Business Enterprise* is:
 - 1. A firm of any size which is at least **51%** owned by one or more women or, in the case of a publicly-owned corporation, at least **51%** of stock must be owned by one or more such women; and
 - 2. Whose management and daily business operations are controlled by such persons.
- C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

07 CONTRACTOR IDENTIFICATION

Each offeror is requested to fill in the appropriate information set forth below:

DUNS Identification Number _____ (this number is assigned by Dun and Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from the local Dun & Bradstreet office. If no number has been assigned by Dun & Bradstreet, insert the word "none."

08 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- A. The offeror certifies that --
 - 1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (a) those prices, (b) the intention to submit a offer, or (c) the methods or factors used to calculate the prices offered;
 - 2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - 3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- B. Each signature of the offeror is considered to be a certification by the signatory that the signatory:
 - 1. Is the person in the offeror's organization responsible for determining the prices being offered in its offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A.1. through A.3. above; or

2. a. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A.1. through A.3. above

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this offer or proposal, and the title of his or her position in the offeror's organization);

- b. As an authorized agent, does certify that the principals named in subdivision B.2.a. above have not participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
- c. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.

- C. If the offeror deletes or modifies subparagraph A.2. above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

09 CERTIFICATION OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

The offeror certifies that it is in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under. The offeror also certifies that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under.

ATTEST:

(Company name)

By: _____
(Signature-authorized official)

(Printed Name)

(Title)

Address: _____

Telephone No.: _____