

**Metropolitan Washington Airports Authority**  
**PROCUREMENT AND CONTRACTS DEPT.**  
**AMENDMENT OF SOLICITATION**

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-29 2733 Crystal Drive Arlington, VA 22202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #e0e0e0;"><b>1A. AMENDMENT OF SOLICITATION NO.</b></td> <td style="background-color: #e0e0e0;"><b>1B. DATED</b></td> </tr> <tr> <td><b>1-18-C087</b></td> <td><b>February 23, 2018</b></td> </tr> <tr> <td style="background-color: #e0e0e0;"><b>2A. AMENDMENT NO.</b></td> <td style="background-color: #e0e0e0;"><b>2B. EFFECTIVE DATE</b></td> </tr> <tr> <td><b>Three (003)</b></td> <td><b>April 3, 2018</b></td> </tr> </table>	<b>1A. AMENDMENT OF SOLICITATION NO.</b>	<b>1B. DATED</b>	<b>1-18-C087</b>	<b>February 23, 2018</b>	<b>2A. AMENDMENT NO.</b>	<b>2B. EFFECTIVE DATE</b>	<b>Three (003)</b>	<b>April 3, 2018</b>	
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The solicitation identified in Block 1A is amended as set forth in Block 3. Hour and date specified for receipt of offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and dated specified in the solicitation or as amended, by one of the following methods: (a) by completing Block 4 and returning copy of the amendment; (b) by acknowledging receipt of this amendment on the Solicitation Offer and Award Sheet, Block 13. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.										
<b>3. DESCRIPTION OF AMENDMENT</b>										
<p>The Metropolitan Washington Airports Authority Solicitation 1-18-C087, entitled "Insurance Broker Services" is amended as follows:</p> <ol style="list-style-type: none"> <li>1. Deadline for offer submission is hereby extended from 2:00 PM April 9, 2018 to 2:00 PM April 12, 2018.</li> <li>2. Section VII, Provision 15, LIABILITY INSURANCE, is hereby deleted in its entirety and replaced with the following:                     <p style="margin-left: 40px;"><b>15 LIABILITY INSURANCE</b></p> <ol style="list-style-type: none"> <li>A. The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies that is/are financially sound possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service, insuring the Contractor against all liability, subject to policy terms, conditions, and exclusions, for injuries to persons (including wrongful death) and damages to property and any other liability arising from or caused by the Contractor's activities on Airports Authority premises or for services performed under this Contract. For those companies not subject to A.M. Best's ratings or equivalent, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved by the Airports Authority with such approval not to be unreasonably withheld.</li> <li>B. Contractor shall advise the Airports Authority of any cancellation, non-renewal, or material change in any policy within ten (10) business days of receiving notification of such action from the insurer.</li> <li>C. All of the policies required of the Contractor shall be primary and the Contractor agrees that any insurance, including self-insurance, whether primary, excess, or on any other basis, maintained by the Airports Authority shall be non-contributing with respect to the Contractor's insurance.</li> <li>D. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity as defined in the Contract. The Contractor must protect the Personally Identifiable Information data to which the Contractor has access to or is holding.</li> </ol> </li> </ol> <p>Except as provided herein, all terms and conditions of the document referenced in Block 1A, as heretofore changed, remain unchanged and in full force and effect.</p>										
<b>4A. NAME AND TITLE OF OFFEROR</b>	<b>4B. SIGNATURE</b>	<b>4C. DATE</b>								

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- E. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.
- F. The Contractor and any Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.
- G. A portion of the work requires Contractor to operate a vehicle and/or mobile equipment on the restricted areas of the airport such as Air Operations Area (AOA). Unescorted access is permitted.

#### H. **Insurance Coverage and Minimum Limits**

##### 1. **Commercial General Liability**

- a. Shall be a limit of not less than Five Million Dollars (\$5,000,000) per occurrence.
- b. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Contractors and Subcontractors, and Damage to Rented Premises.
- c. The Products-Completed Operations coverage shall be provided for a minimum of two years following final acceptance of the work or termination or expiration of this Contract.
- d. Additional Insured: The Metropolitan Washington Airports Authority shall be included as an Additional Insured.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

##### 2. **Business Automobile Liability**

- a. In the event Contractor does not own automobiles, Contractor shall maintain coverage with the each accident limit identified below for Hired and Non-Owned Autos, which may be satisfied by way of endorsement to the Commercial General Liability policy described above or separate Business Auto Liability policy. Evidence of either must be provided.
- b. Shall be a limit of not less than Five Million Dollars (\$5,000,000) each accident for any vehicle (owned, non-owned, or hired/leased) used by the Contractor to fulfill the services contemplated by this Contract.
- c. Coverage shall include handling of property for loading and unloading.
- d. Additional Insured: The Metropolitan Washington Airports Authority shall be included as an Additional Insured.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

##### 3. **Workers Compensation and Employers Liability**

- a. Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed.
- b. If the Contractor is required by Virginia law to carry Workers Compensation coverage, the coverage shall be at Virginia Statutory Limits with Virginia coverage added to item 3A of the policy; a Virginia listing under item 3C of the policy is not sufficient.
- c. Employers Liability shall be a limit of not be less than One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

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- d. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.
4. **Professional Liability (Errors & Omissions)**
- a. This requirement can be satisfied by either a separate policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.
  - b. Subject to policy terms, conditions, and limitations there shall be a limit of not less than Five Million Dollars (\$5,000,000) per claim for all employees covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor.
  - c. Continuous coverage shall be maintained or an extended reporting period will be exercised for a period of not less than two years from termination or expiration of this Contract. The retroactive date shall precede the effective date of this Contract.
  - d. A copy of the policy shall be provided to the Airports Authority upon its request.
5. **Cyber Liability (Technology Errors & Omissions and Network Security/Privacy Liability)**
- a. Subject to policy terms, conditions, and limitations there shall be a limit of not less than Five Million Dollars (\$5,000,000) per claim with a Ten Million Dollars (\$10,000,000) aggregate.
  - b. The technology errors and omissions coverage exposures shall include, but not be limited to:
    - (1) Systems analysis;
    - (2) Software design;
    - (3) Systems programming;
    - (4) Data entry and processing;
    - (5) Systems integration;
    - (6) Outsourcing, including outsourcing development and design;
    - (7) Systems design, consulting, development, and modification;
    - (8) Training services relating to computer software or hardware;
    - (9) Management, repair, and maintenance of computer products, networks, and systems;
    - (10) Marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software;
    - (11) Data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output
    - (12) Technology services;
    - (13) Technology products;
    - (14) Media content (media liability coverage);
    - (15) Network security breaches, network extortion threats, crisis management expense, and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor.
  - c. The network security/privacy liability coverage exposures shall include, but not be limited to:
    - (1) Coverage for unauthorized access, denial of service attacks, computer viruses, Trojan horses, worms, transmission of any other type of malicious or damaging code, and failure of security;
    - (2) Hostile action or threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized

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- use of a computer system, including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- (3) Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- (4) Denial of service for which the Contractor is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- (5) Loss of service for which the Contractor is responsible that results in the inability of a third party, which is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- (6) Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- (7) Breach of privacy and the failure to protect and disclosure of personally identifiable information, and health information no matter how such loss occurs;
- (8) Violation of privacy regulations, as defined by the insurance policy, in connection with the protection of information;
- (9) Coverage shall not exclude the Airports Authority's notification and crisis management costs, identity theft monitoring and regulatory defense;
- (10) Disclosure of any third party's proprietary information including liability for interruption of Airports Authority or any third party's business including claims for loss of use.
- d. Continuous coverage shall be maintained or an extended reporting period will be exercised for a period of not less than three years from termination or expiration of this Contract. The retroactive date shall precede the effective date of this Contract.
- e. Additional Insured for Vicarious Liability: The Metropolitan Washington Airports Authority shall be included as an Additional Insured for Vicarious Liability as in respects to the Contractor's actions on behalf of the Airports Authority.
- f. Amend Insured v. Insured Exclusion: The policy shall not contain an exclusion for coverage in the event an "Additional Insured" brings an action against the "Named Insured". If the policy contains an "Insured v. Insured" exclusion, the Contractor shall ensure the "Insured v. Insured" exclusion is amended to allow an "Additional Insured" to bring an action against the "Named Insured".

**6. "All Risk" Property (Contractor's Property)**

Replacement cost coverage under an "All Risk" policy for any of the Contractor's real or personal property used or situated on Airports Authority's property.

If Contractor chooses to provide self-insurance for any of the Contractor's real or personal property used or situated on Airports Authority's property, the Contractor shall indicate by initialing on the line below that the self-insurance option has been chosen.

\_\_\_\_\_ Contractor elects to self-insurance "All-Risk" Property.

- I. By requiring insurance herein, the Airports Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be

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deemed as a limitation on Contractor's liability under the indemnities granted to the Airports Authority in this Contract.

- J. The Airports Authority reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in Airports Authority's reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Airports Authority's interest. The Contractor agrees that it will procure the adjusted insurance provided the coverage is available at commercially reasonable rates.
- K. The failure of the Airports Authority at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Airports Authority harmless with respect to any items of injury or damage covered by this Contract.
- L. The Contractor's failure to maintain the insurance required by this Contract shall be the basis for immediate termination of this Contract at the Airports Authority's option.
- M. The Contractor is responsible to ensure that all Subcontractors independently carry insurance appropriate to cover the Subcontractors' exposures, or are covered under the Contractor's policies. The Contractor is responsible for monitoring their Subcontractor's evidence of insurance to ensure compliance with their subcontract with Contractor. Copies of all Subcontractor's evidence of insurance should be maintained by the Contractor, and upon request, be supplied to the Contracting Officer.
- N. The Contractor shall provide the Contracting Officer with a valid Certificate of Insurance, in advance of the performance of any work and as soon as possible after renewal but not later than ten (10) business days after said renewal, exhibiting coverage as required by the Metropolitan Washington Airports Authority's contract terms and conditions.
1. The Airports Authority has the right, but not the obligation, of prohibiting Contractor from performing work under this Contract until such evidence of insurance has been provided to the Contracting Officer in complete compliance with the contract terms and conditions.
  2. The Certificate of Insurance shall be provided on the most current industry standard form by ACORD (Association for Cooperative Operations Research and Development) or other form acceptable to the Airports Authority.
    - a. For Liability Insurance, the ACORD 25 (2016/03) is the most current industry standard form. ACORD 25 forms older than 2016/03 may not acceptable.
    - b. Other evidence of insurance forms which may be acceptable include, but are not limited to, certificate forms created by the insurance company, Memorandum of Insurance, Certificate of Commercial Liability Insurance by ISO (Insurance Services Office, Inc.), and Manuscript Certificate of Insurance for certain offshore policy placements. Forms of these types will be considered on a case-by-case basis.
  3. The Certificate of Insurance shall include the Contract Number.
  4. If an Umbrella policy is used to meet the total insurance limits required by this Contract and covers more than General Liability and Automobile Liability, a statement must be provided on the Certificate of Insurance to indicate which policies are covered by the Umbrella policy.

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5. If an Excess policy is used to meet the total insurance limits required by this Contract, a statement must be provided on the Certificate of Insurance to indicate which policy it follows.
6. The Certificate of Insurance shall be issued to:

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY  
 Procurement and Contracts Department  
 ATTN: Contract Number 1-18-C087  
 1 Aviation Circle  
 Washington DC 20001-6000