

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

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-29 2733 Crystal Drive Arlington, VA 22202		1. FOR INFORMATION CALL NAME: <b>Scott G. Jimmo</b> TELEPHONE NUMBER: <i>(No Collect Calls)</i> <b>703-417-8662</b>	
2. SOLICITATION NUMBER <b>1-18-C087</b>	3. TYPE OF SOLICITATION TWO-STEP INVITATION FOR BIDS (IFB)	4. DATE ISSUED <b>February 23, 2018</b>	
<b>SOLICITATION</b>			
5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION			
<p>The contractor shall provide all necessary labor, materials, equipment, transportation and supervision to manage the Airports Authority's Operational and Construction Insurance Programs in accordance with the Statement of Work included herein.</p> <p>This solicitation uses a two-step procurement process. The first step is evaluation of the technical proposals per the criteria outlined in Section X – Attachment 02 Proposal Submission and Evaluation Criteria. Only Offerors who submitted acceptable technical proposals from step one will be invited to submit priced bids in step two.</p> <p>All questions concerning this solicitation must be submitted by 3:00 PM March 12, 2018 via the Airports Authority's website at: <a href="http://www.mwaa.com/business/current-contracting-opportunities">http://www.mwaa.com/business/current-contracting-opportunities</a></p> <p><b>Note:</b> This solicitation has a 20% LDBE participation requirement.</p> <p>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.</p>			
6. BOND REQUIREMENTS			
BID BOND: None		PAYMENT BOND: None	
		PERFORMANCE BOND: None	
7. PRE-PROPOSAL CONFERENCE			
DATE: <b>March 9, 2018</b>		TIME: <b>10:00 AM</b>	
LOCATION: <b>2733 Crystal Drive, Conference Room 5D, Arlington, VA 22202</b>			
8. DEADLINE FOR OFFER SUBMISSION			
<p>This is a two-step IFB. Step 1 Technical proposals will be evaluated based on the requirements of the IFB and offerors who submit acceptable technical proposals will be invited to submit priced bids. Sealed technical proposals in original and <b>2</b> copies to perform the work or to furnish the supplies or services in accordance with the Statement of Work/Specifications are due at the place specified at the top of this form by <b>2:00 P.M.</b> local time, <b>March 26, 2018</b>. Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, and the date and time the proposals are due. Bids will be publicly opened at the time set forth per Amendment.</p>			
<b>OFFER (Must be fully completed by offeror)</b>			
9. NAME AND ADDRESS OF OFFEROR <i>(Include Zip Code)</i>		11. REMITTANCE ADDRESS <i>(If different than Item9)</i>	
		12A. E-MAIL ADDRESS	
10A. TELEPHONE NUMBER	10B. FAX NUMBER	12B. COMPANY INTERNET WEBSITE	
13. ACKNOWLEDGMENT OF AMENDMENTS <i>(This offeror acknowledges receipt of amendments to this solicitation - give number and date of each)</i>		14A. NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER	
AMENDMENT NO.		14B. SIGNATURE	
DATE			
<b>AWARD (To be completed by MWAA)</b>			
15. ACCEPTED AS TO ITEMS NUMBERED		20A. NAME OF CONTRACTING OFFICER	
		Scott G. Jimmo	
16. CONTRACT NUMBER	17. AMOUNT	20B. SIGNATURE OF CONTRACTING OFFICER	
18. DATE OF AWARD	19. CONTRACT EFFECTIVE DATE		

**SECTION II - TABLE OF CONTENTS****SECTION I - SOLICITATION OFFER AND AWARD** **I-1****SECTION II - TABLE OF CONTENTS** **II-1****SECTION III - PRICE SCHEDULE** **III-1****SECTION IV - REPRESENTATIONS AND CERTIFICATIONS** **IV-1**

01	PARENT COMPANY AND IDENTIFYING DATA	IV-1
02	TYPE OF BUSINESS ORGANIZATION	IV-1
03	AUTHORIZED NEGOTIATORS	IV-1
04	LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION	IV-2
05	MINORITY BUSINESS ENTERPRISE REPRESENTATION	IV-2
06	WOMEN BUSINESS ENTERPRISE REPRESENTATION	IV-2
07	CONTRACTOR IDENTIFICATION	IV-3
08	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	IV-3
09	SUBCONTRACTORS	IV-4
10	CERTIFICATION OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9	IV-4
11	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	IV-4
12	INSURANCE AFFIDAVIT	IV-5

**SECTION V - SOLICITATION PROVISIONS** **V-1**

01	SOLICITATION DEFINITIONS	V-1
02	PRE-BID CONFERENCE	V-1
03	PROCUREMENT PROCESS – TWO-STEP IFB	V-1
04	PUBLIC BID OPENING	V-1
05	BIDDER’S QUALIFICATIONS	V-1
06	PRE-AWARD SURVEY	V-1
07	ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATION	V-2
08	CONTRACT AWARD	V-2

09	EXPLANATION TO PROSPECTIVE OFFERORS	V-3
10	PREPARATION OF OFFERS	V-3
11	SUBMISSION OF BIDS	V-4
12	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	V-4
13	SOLICITATION COSTS	V-5
14	TYPE OF CONTRACT	V-5
15	MINIMUM BID ACCEPTANCE PERIOD	V-5
16	PLACE OF PERFORMANCE	V-6
17	RESTRICTION ON DISCLOSURE AND USE OF DATA	V-6
18	STATEMENT OF UNDERSTANDING	V-7
19	SITE INVESTIGATION	V-7
20	OFFER DOCUMENTS	V-7
21	PROTESTS	V-7
22	RESERVED	V-8
23	CONTRACTOR NOTIFICATION OF BID RESULTS	V-8
24	NOTICE TO LOW OFFERORS	V-8
25	TITLE VI SOLICITATION NOTICE	V-8

---

**SECTION VI - SPECIAL PROVISIONS** **VI-1**

01	USE OF CONTRACT BY OTHER JURISDICTIONS	VI-1
02	CONTRACTOR PERFORMANCE EVALUATION	VI-1
03	LIMITATION OF OBLIGATIONS AND LIABILITIES	VI-2
04	AVAILABILITY OF FUNDS	VI-3

---

**SECTION VII - CONTRACT PROVISIONS** **VII-1**

01	SCOPE OF WORK	VII-1
02	PRE-PERFORMANCE CONFERENCE	VII-1
03	VEHICLE REGISTRATION AND PARKING	VII-1
04	AIRPORT REGULATIONS	VII-1
05	SAFETY REQUIREMENTS	VII-1

<b>06</b>	<b>DAMAGE REPORTS</b>	<b>VII-1</b>
<b>07</b>	<b>DAMAGE OR LOSS OF CONTRACTOR'S PROPERTY</b>	<b>VII-1</b>
<b>08</b>	<b>WORKING HOURS</b>	<b>VII-1</b>
<b>09</b>	<b>AUTHORITY FURNISHED FACILITIES</b>	<b>VII-2</b>
<b>10</b>	<b>AUTHORITY FURNISHED EQUIPMENT</b>	<b>VII-2</b>
<b>11</b>	<b>RESERVED</b>	<b>VII-2</b>
<b>12</b>	<b>CONTRACTOR PERSONNEL</b>	<b>VII-2</b>
<b>13</b>	<b>WORKMANSHIP AND INSPECTION</b>	<b>VII-2</b>
<b>14</b>	<b>BILLING INSTRUCTIONS</b>	<b>VII-2</b>
<b>15</b>	<b>LIABILITY INSURANCE</b>	<b>VII-3</b>
<b>16</b>	<b>CONTRACT TERM</b>	<b>VII-7</b>
<b>17</b>	<b>CORRESPONDENCE PROCEDURES</b>	<b>VII-7</b>
<b>18</b>	<b>DISPUTES</b>	<b>VII-7</b>
<b>19</b>	<b>TERMINATION FOR CONVENIENCE OF THE AUTHORITY</b>	<b>VII-10</b>
<b>20</b>	<b>DEFAULT</b>	<b>VII-13</b>
<b>21</b>	<b>INTERPRETATION OR MODIFICATION</b>	<b>VII-14</b>
<b>22</b>	<b>RESERVED</b>	<b>VII-14</b>
<b>23</b>	<b>ACCIDENT AND FIRE REPORTING</b>	<b>VII-14</b>
<b>24</b>	<b>INDEMNIFICATION</b>	<b>VII-15</b>
<b>25</b>	<b>LICENSES AND PERMITS</b>	<b>VII-15</b>
<b>26</b>	<b>SUPERVISION</b>	<b>VII-15</b>
<b>27</b>	<b>KEY PERSONNEL</b>	<b>VII-15</b>
<b>28</b>	<b>CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AUTHORITY</b>	<b>VII-15</b>
<b>29</b>	<b>OPERATION OF MOTOR VEHICLES</b>	<b>VII-16</b>
<b>30</b>	<b>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</b>	<b>VII-17</b>
<b>31</b>	<b>PATENT INDEMNITY</b>	<b>VII-17</b>
<b>32</b>	<b>CHANGES</b>	<b>VII-17</b>
<b>33</b>	<b>INSPECTION OF SERVICES</b>	<b>VII-18</b>

34	WARRANTY OF SERVICES	VII-18
35	RESERVED	VII-19
36	RESERVED	VII-19
37	EXCUSABLE DELAYS	VII-19
38	ORDER OF PRECEDENCE	VII-19
39	MODIFICATION PROPOSALS - PRICE BREAKDOWN	VII-20
40	CLAIMS FOR ADDITIONAL COSTS	VII-20
41	TAXES	VII-20
42	PAYMENTS	VII-20
43	PUBLICITY RELEASES	VII-22
44	OPTION TO EXTEND THE TERM OF THE CONTRACT	VII-22
45	OPTION TO EXTEND SERVICES	VII-22
46	AUDIT AND INSPECTION OF RECORDS	VII-22
47	CONSENT TO ASSIGNMENT	VII-23
48	NOTIFICATION OF OWNERSHIP CHANGES	VII-23
49	COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9	VII-23
50	AUTHORITY PROPERTY	VII-23
51	GENERAL CIVIL RIGHTS PROVISIONS	VII-25
52	TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS	VII-25
53	TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES	VII-26

**SECTION VIII - POLICIES ON EQUAL OPPORTUNITY, MINORITY AND WOMEN  
BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION, AND EMPLOYMENT OF  
VETERANS**

		<b>VIII-1</b>
01	EQUAL OPPORTUNITY	VIII-1
02	MBE/WBE PARTICIPATION	VIII-1
03	TECHNICAL ASSISTANCE	VIII-1
04	MONITORING OF MBE/WBE PARTICIPATION	VIII-1
05	EMPLOYMENT OF VETERANS	VIII-1

**SECTION IX - LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION  
REQUIREMENTS**

		<b>IX-1</b>
01	LDBE PARTICIPATION	IX-1
02	LDBE CERTIFICATION REQUIREMENTS	IX-1
03	LDBE PARTICIPATION REQUIREMENTS	IX-2
04	REQUEST FOR WAIVER	IX-6
05	PRE-AWARD SUBSTITUTIONS	IX-8
06	POST-AWARD COMPLIANCE	IX-8
07	DEFINITIONS	IX-11

**SECTION X - ATTACHMENTS**

		<b>X-1</b>
01	STATEMENT OF WORK	
02	EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS	
03	INSURANCE AFFIDAVIT	
04	AIRPORT ORDERS AND INSTRUCTIONS (Incorporated by Reference)	

**SECTION III - PRICE SCHEDULE**

The Price Schedule for this solicitation is in Microsoft Excel format and downloadable at:

**<http://www.mwaa.com/business/current-contracting-opportunities>**

This Price Schedule must be submitted in both electronic and hard copy. The electronic copy of the Price Schedule must be submitted in its original Microsoft Excel Format on either a CD-ROM or USB Flash Drive. The structure of the schedule is protected and shall not be modified in any way. Modified schedules may be deemed non-conforming to the solicitation. In the event of a discrepancy between the hard copy and the Microsoft Excel file on CD-ROM or USB Flash Drive, the hard copy will take precedence.

**SECTION 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:

\_\_\_\_\_.

E. The offeror (or its parent company) [ ] is, [ ] is not (check applicable box) a publicly traded company.

F. The offeror shall insert the name(s) of its principal(s) 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 solicitation:

\_\_\_\_\_  
\_\_\_\_\_



**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 Department of Supplier Diversity 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 bid 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 SUBCONTRACTORS**

The offeror represents that it intends to utilize the below listed subcontractor(s) if it is awarded a contract as a result of this solicitation.

<u>NAME OF SUBCONTRACTOR</u>	<u>SUBCONTRACTOR ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Once contract award has been made, the prime contractor shall not deviate from use of the above subcontractor(s) without prior submission and Contracting Officer approval of revised LDDB Exhibits, as applicable.

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

The offeror certifies that it [ ] has [ ] has not read and [ ] is [ ] is not 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.

**11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

- A. 1. The Offeror certifies, to the best of its knowledge and belief, that -
  - a. The Offeror and/or any of its Principals -
    - (1) Have [ ] have not [ ] been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency within the three (3) year period preceding this offer;
    - (2) Have [ ] have not [ ] had contractor or business license revoked within the three (3) year period preceding this offer;
    - (3) Have [ ] have not [ ] been declared non responsible by any public agency within the three (3) year period preceding this offer;

- (4) Have [ ] have not [ ], within the three (3) 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 sub-contract; 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, tax evasion, or receiving stolen property; violation of labor, employment, health, safety or environmental laws or regulations;
- (5) Have [ ] have not [ ], within the three (3) year period preceding this offer, been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph A.1.a.(4). of this provision; and
- (6) All performance evaluations within the three (3) year period preceding this offer have [ ] have not [ ] received a rating of satisfactory or better. If not, please provide a copy of the evaluation with detailed explanation.

b. The Offeror has [ ] has not [ ] within the three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local agency.

2. "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).

- 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 solicitation. 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, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## 12 INSURANCE AFFIDAVIT

The Offeror and their insurance agent, broker, or representative must review the insurance provisions to understand their requirements and cost to contract with the Airports Authority. The Insurance Affidavit form, which is included at Section X – Attachment 03, must be completed by the Offeror and its insurance provider.

The Airports Authority may declare any offer as non-responsible without this affidavit, or made with an incomplete affidavit form.

The Offeror is required to review any insurance requirements that may be required to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.

For purpose of defining Additional Insured and Waiver of Subrogation, the term "MWAA or Airports Authority" shall mean the elected officials, boards, officers, employees, agents, and representatives of the Board.

## **SECTION V - SOLICITATION PROVISIONS**

### **01 SOLICITATION DEFINITIONS**

The term "Offer" means "Bid", "Offeror" means "Bidder" and "Solicitation" means an "Invitation for Bids" (IFB). "The Authority" means Metropolitan Washington Airports Authority.

### **02 PRE-BID CONFERENCE**

A pre-bid conference will be held at the Metropolitan Washington Airports Authority, 2733 Crystal Drive, Conference Room 5D, Arlington, VA 22202 on March 9, 2018 at 10:00 AM Local Time.

### **03 PROCUREMENT PROCESS – TWO-STEP IFB**

The Airports Authority is using a two-step Invitation for Bids procurement process to award this contract. The first step of the procurement process is evaluation of the technical proposals by the Airports Authority based on evaluation criteria that are listed in Section X – Attachment 02, Proposal Submission and Evaluation Criteria. Only Offerors who submitted acceptable technical proposals from step one will be invited to submit priced bids in step two.

### **04 PUBLIC BID OPENING**

- A. Bids will be publicly opened at the time set forth per Amendment
- B. The total prices of each bid will be made public for the information of bidders and others interested, who may be present either in person or by representative.

### **05 BIDDER'S QUALIFICATIONS**

Bids will be considered only from responsible individuals, partnerships, joint ventures, corporations or other private organizations demonstrating that they have the ability, experience and demonstrated resources to complete work in a timely manner and maintain a staff of regular employees adequate to ensure continuous performance of the work. Labor relations measured by standards of compensation, promptness in meeting obligations, and frequency of personnel changes, among other things, will be considered in determining whether a bidder has an established operating organization.

### **06 PRE-AWARD SURVEY**

- A. The Authority reserves the right to perform or to have performed, an on-site survey of the bidder's facilities or previous work products and to investigate its other capabilities. This survey will serve to verify the data and representations submitted, and to determine that the bidder has overall capability adequate to meet the contract requirements.

Accordingly, the apparent lowest responsive bidder shall furnish the following when requested by the Contracting Officer:

- 1. A completed and signed Pre-Award Evaluation Data form, including, but not limited to, the following:
  - a. A statement of the Bidder's experience record.
  - b. The type of concerns for which the Bidder conducts business.

- c. A list of contracts, if any, on which failure to complete within the specified time resulted in the assessment of liquidated damages.
- d. List of the equipment to be used to perform the contract work.
- e. Number of employees and hours each will work per day.
- f. List of work to be subcontracted.
- g. Qualifications and experience of key project individuals.
- h. Documentation showing that the bidder has provided reasonable and customary pricing based on industry standards.

The low bidder will be required to demonstrate its ability to perform services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. If the low bidder fails to meet this requirement, the Authority may reject the bidder as non-responsible. If the low bidder is eliminated, then the second lowest bidder will be required to demonstrate its ability to perform services as described herein. This process will continue to the next lowest bidder until a bidder successfully meets the specification requirements.

## 2. Financial Statements

Complete financial statements for the last two years, including Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Changes in Financial Position (Net Change in Resources) and Statement of Current and Retained Earnings. These statements shall be certified and shall include disclosure of all facts which could impair or affect the statements presented.

3. Local Disadvantaged Business Enterprise data as set forth in Section IX. Note: The submittal of certain LDBE Exhibits, as listed in Solicitation Provision 19, are required to be submitted with the bid. Failure to submit these Exhibits may cause the bid to be found unacceptable and subsequently rejected.

- B. Doubt as to technical ability, productive capability, "good faith effort - LDBE," and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by the Contracting Officer.

## 07 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATION

Offerors 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 Authority must receive the acknowledgment by the time specified for receipt of offers.

## 08 CONTRACT AWARD

- A. As discussed further herein, the Authority will evaluate Price Proposals from Offerors with acceptable Technical Proposals and award the contract to the responsive and responsible Offeror that demonstrates compliance with the technical requirements and offers the lowest price in accordance with this IFB.
- B. The Authority may award a contract resulting from this solicitation to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Authority, cost or price and other factors specified elsewhere in this solicitation, considered.

- C. The Authority may (1) reject any or all bids if such action is in the Authority's best interest, (2) accept other than the lowest bid only if there is a reason (i.e. the lowest bid is rejected), and/or (3) waive informalities and minor irregularities in bids received.
- D. The Authority may reject any bid that fails to conform to essential requirements of the IFB. Additionally, the Authority may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Authority even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- E. Prompt payment discounts may be offered, however, the Authority will evaluate the cost of the offer without the offeror's prompt payment discount.
- F. In evaluation and consideration of this procurement, the Authority, when deemed in its best interest, reserves the right to make multiple and/or split awards.
- G. The Authority may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Price Schedule, bids may not be submitted for quantities less than those specified. The Authority reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the bidder specifies otherwise in the bid.
- H. A written award or acceptance of bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party. Before the bidder's specified expiration time, the Authority may accept a bid (or part of a bid, as provided in paragraph D. above), unless a written notice of withdrawal is received before award.
- I. Neither financial data submitted with a bid, nor representations concerning facilities for financing, will form a part of the resulting contract. However, if the resulting contract contains a provision providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

## **09 EXPLANATION TO PROSPECTIVE OFFERORS**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a written reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the receipt of offers will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## **10 PREPARATION OF OFFERS**

- A. Offers must be (1) submitted on the forms furnished by the Authority or on copies of those forms, and (2) manually signed. The person signing an offer must initial each erasure or change appearing on any offer form.
- B. The offer form may require offerors to submit offer prices for one or more items on various bases, including--



1. Base price offer;
  2. Alternate prices;
  3. Units of work; or
  4. Any combination of subparagraphs B.1. through B.3 of this provision.
- C. Unless otherwise specified on the Price Schedule, the solicitation requires that offers on all items be reasonable and customary based on industry standards. The Authority has the sole discretion to determine whether the offer is reasonable and customary on all items and failure to do so may disqualify the offer.
- D. Alternate offers will not be considered unless this solicitation authorizes their submission.
- E. This solicitation precludes the submission of exceptions, conditions, qualifications, or exclusions as part of the bid or proposal. The offeror must respond to the solicitation as presented by the Authority without alteration or exception, unless otherwise allowed elsewhere in the solicitation.
- F. As applicable, for unit priced contracts, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Price Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

## 11 SUBMISSION OF BIDS

- A. Bids 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 before the published date and time of bid opening to the following location:

Metropolitan Washington Airports Authority  
Procurement and Contracts Department, MA-29  
2733 Crystal Drive  
Arlington, VA 22202

- B. Bids which are submitted via any form of electronic transmission such as facsimile (FAX) or email will not be considered unless authorized by this solicitation.
- C. Bids and all documentation submitted in support of the bid, including but not limited to, written narrative, enclosures, submittal, examples of past work, financial statements, and videos will become the property of the Authority and will not be returned.

## 12 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS

- A. 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 award is made and:
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); or
  2. Was sent by overnight express delivery service (i.e. FedEx, UPS, U.S. Postal Service Express Mail, or other similar guaranteed delivery service) not later than 5:00 p.m. at the place of mailing

two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

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 Authority after receipt at the Authority's offices; or
  4. Is the only bid received.
- B. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph A.1. through 4. above.
- C. 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.
- D. The only acceptable evidence to establish the time of receipt at the Authority installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- E. 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-Post Office to Addressee 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.
- F. Notwithstanding paragraph A. above, a late modification of an otherwise successful bid that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.
- G. Bids may be withdrawn in person by a 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.

### **13 SOLICITATION COSTS**

This solicitation does not commit the Authority to pay any costs incurred in the preparation or submission of any offer or to procure or contract for any work.

### **14 TYPE OF CONTRACT**

The Authority contemplates award of a combined firm fixed/unit-price contract resulting from this solicitation.

### **15 MINIMUM BID ACCEPTANCE PERIOD**

- A. "Acceptance period," as used in this provision, means the number of calendar days available to the Authority for awarding a contract from the date specified in this solicitation for receipt of bids.

- B. The Authority requires a minimum acceptance period of 60 calendar days from the receipt of bids.

## 16 PLACE OF PERFORMANCE

All work will be performed at the bidder's place of business and at:

- A. Ronald Reagan Washington National Airport (DCA)

Metropolitan Washington Airports Authority  
Ronald Reagan Washington National Airport  
Arlington County  
Gravelly Point, Virginia

- B. Washington Dulles International Airport (IAD)

Metropolitan Washington Airports Authority  
Washington Dulles International Airport  
Loudoun County  
Chantilly, Virginia

- C. Dulles Toll Road (DTR)

Metropolitan Washington Airports Authority  
Dulles Toll Road Office  
8500 Toll Plaza Lane  
McLean, VA 22102

- D. Dulles Corridor Metrorail Project (DCMP)

Metropolitan Washington Airports Authority  
Dulles Metrorail Office  
198 Van Buren Street, Suite 300  
Herndon, VA 20170

## 17 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their offers data that they do not want disclosed to the public for any purpose or use by the Authority except for evaluation purposes, shall--

- A. Mark the title page with the following legend:

**"This offer includes data that shall not be disclosed outside the Authority and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Authority shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Authority's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and**

- B. Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer."**

## **18 STATEMENT OF UNDERSTANDING**

By submission of this offer, the Offeror acknowledges that it has read and thoroughly understands the Statement of Work, agrees to all terms and conditions stated herein, and acknowledges that it can perform all work as required.

## **19 SITE INVESTIGATION**

By submission of this offer, the Offeror acknowledges that it has investigated and/or satisfied itself as to the conditions affecting the work and its nature and location, and the general and local conditions (including but not limited to equipment and facilities needed to perform the work) which can affect the work or the cost thereof. Any failure by the Offeror to acquaint itself with the available information shall not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Authority assumes no responsibility for any conclusions or interpretations made by the offeror on the basis of the information made available by the Authority.

## **20 OFFER DOCUMENTS**

Refer to Section X, Attachment 02, Evaluation Criteria, for documentation required in response to this solicitation.

## **21 PROTESTS**

- A. Protests must be typewritten and hand-delivered or mailed to the Manager of the Procurement and Contracts Department, (MA-29). Protests can be hand-delivered to Metropolitan Washington Airports Authority, 2733 Crystal Drive, Arlington, VA 22202 or mailed to Metropolitan Washington Airports Authority, 1 Aviation Circle, Washington, DC 20001-6000. If a protest is mailed, it should be sent by registered or certified mail, return receipt requested. Protests sent by facsimile machine will not be considered to meet the applicable deadline unless the original is hand-delivered or mailed and received by the Procurement and Contracts Department Manager prior to the applicable deadline.
- B. If a potential offeror believes it has grounds to protest any terms or conditions contained in or omitted from a solicitation issued by the Authority or an amendment to that solicitation, the potential offeror must file its protest with the Authority's Procurement and Contracts Department Manager. The protest must be received by the manager by the earlier of the following two dates: (1) Fourteen (14) days after issuance date of the solicitation or the date of the solicitation amendment containing the terms and conditions that are the subject of the protest, or (2) the due date for bids or proposals.
- C. If an unsuccessful offeror on an Authority solicitation believes it has grounds to protest the rejection of its bid or proposal, or the award of a contract (other than grounds relating to the terms or conditions contained in or omitted from a solicitation or solicitation amendment), that offeror must file its protest with the Procurement and Contracts Department Manager. The protest must be received by the manager within seven (7) calendar days after the date of the Authority's letter notifying the offeror that its bid or proposal was unsuccessful or not accepted.
- D. The Procurement and Contracts Department Manager will attempt to respond to a protest within seven (7) days from receipt of the protest. If the manager determines that additional time will be required to

respond to the protest, the manager will, within seven (7) days, notify the protestor of the time period within which a response will be made.

- E. The Authority's President and Chief Executive Officer may proceed with Award of the contract and notice-to-proceed while a protest is pending if he determines it to be in the Authority's best interest to do so.

## **22 RESERVED**

## **23 CONTRACTOR NOTIFICATION OF BID RESULTS**

A record of the bid opening will be posted to the Airports Authority's Contracting Opportunities website within one business day of the bid opening. The record of the bid opening will identify the Apparent Low Bidder. Unsuccessful bidders shall be informed of the successful bid and the contract amount after award.

## **24 NOTICE TO LOW OFFERORS**

The fact that an offeror submits the lowest offer does not automatically mean that it will be awarded the contract. Other factors, such as conformity of the offer to the solicitation, the offeror's responsibility, and any change in the Authority's requirements, must be considered. No contractual obligation or liability on the part of the Authority shall exist unless and until the contract is awarded. Therefore, no offeror should begin work on the services called for by this solicitation until after formal notice of contract award has been made by the Authority.

## **25 TITLE VI SOLICITATION NOTICE**

The Metropolitan Washington Airports Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **SECTION VI - SPECIAL PROVISIONS**

### **01 USE OF CONTRACT BY OTHER JURISDICTIONS**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (MWCOCG) and the Baltimore Metropolitan Council (BMC) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (region).

The Metropolitan Washington Airports Authority is the Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **A. Terms**

1. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
2. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **B. Other Conditions - Contract and Reporting**

1. The contract resulting from this solicitation shall be governed by and 'construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
2. To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
3. Contract obligations rest solely with the participating entities only;
4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following websites:

- <http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links>
- <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

### **02 CONTRACTOR PERFORMANCE EVALUATION**

The Airports Authority will conduct periodic written evaluations of the contractor's performance at various intervals throughout the life of this contract. Input for these evaluations will be provided by the Contracting Officer's Technical Representative (COTR), Contracting Officer, and, where appropriate, the end user. The COTR will be responsible for completing the evaluation forms and reviewing their contents with the contractor. The intervals at which these evaluations will be conducted will be established prior to commencement of performance and the contractor advised accordingly.

These evaluations should be looked upon as a partnering tool between the contractor and the Airports Authority. It is hoped that they will help the contractor improve performance and communications when needed, as well as provide an opportunity for the Airports Authority to recognize positive performance. It is the Airports Authority's intent to use these evaluations to help keep communications open between the parties and foster achievement of a quality end product.

### **03 LIMITATION OF OBLIGATIONS AND LIABILITIES**

Any and all obligations of the Airports Authority under this Agreement, and any and all liabilities of the Airports Authority that may arise under this Agreement related to work performed at, on or for Airports Authority's Aviation Enterprise Fund (which is used to finance the operation, maintenance, improvements, operating expenses and other activities of Ronald Reagan Washington National Airport and Washington Dulles International Airport), and any claim based on any such obligation or liability of the Airports Authority shall be limited to the revenues and assets of the Aviation Enterprise ("Enterprise"). No obligation of the Airports Authority under this Agreement, and no liability of the Airports Authority that may arise under this Agreement, shall constitute an obligation or liability of, or give rise to a claim against, or create any recourse against the Airports Authority's Dulles Corridor Enterprise Fund (which is used to finance the Dulles Toll Road's ongoing capital program and the construction of the Dulles Metrorail Project), or any of the revenues or assets of the Dulles Corridor Enterprise.

Any and all obligations of the Airports Authority under this Agreement related to work performed at, on or for the Dulles Toll Road, and any and all liabilities of the Airports Authority that may arise under this Agreement related to work performed at, on or for the Dulles Toll Road, shall be limited to the Airports Authority's Dulles Corridor Enterprise Fund (which is used to finance the Dulles Toll Road's ongoing capital program and the construction of the Dulles Metrorail Project), and any claim based on any such obligation or liability of the Airports Authority for work performed at the Dulles Toll Road shall be limited to the revenues and assets of the Dulles Corridor Enterprise ("Enterprise"). Within its Dulles Corridor Enterprise, the Airports Authority operates, maintains and improves the Dulles Toll Road and undertakes the construction of the Dulles Metrorail Project. No obligation of the Airports Authority under this Agreement, and no liability of the Airports Authority that may arise under this Agreement, shall constitute an obligation or liability of, or give rise to a claim against, or create any recourse against the Airports Authority's Aviation Enterprise Fund (which is used to finance the operation, maintenance, improvements, operating expenses and other activities of Ronald Reagan Washington National Airport and Washington Dulles International Airport), or any of the revenues or assets of the Aviation Enterprise.

Any and all obligations of the Airports Authority under this Agreement related to work performed at, on or for the Dulles International Airport Access Highway, and any and all liabilities of the Airports Authority that may arise under this Agreement related to work performed at, on or for the Dulles International Airport Access Highway, shall be limited to the Airports Authority's Aviation Enterprise Fund (which is used to finance the operation, maintenance, improvements, operating expenses and other activities of Ronald Reagan Washington National Airport and Washington Dulles International Airport), and any claim based on any such obligation or liability of the Airports Authority for work performed at the Dulles International Airport Access Highway shall be limited to the revenues and assets of the Aviation Enterprise ("Enterprise"). No obligation of the Airports Authority under this Agreement, and no liability of the Airports Authority that may arise under this Agreement, shall constitute an obligation or liability of, or give rise to a claim against, or create any recourse against the Airports Authority's Dulles Corridor Enterprise Fund (which is used to finance the Dulles Toll Road's ongoing capital program and the construction of the Dulles Metrorail Project), or any of the revenues or assets of the Dulles Corridor Enterprise.

**04 AVAILABILITY OF FUNDS**

Funds are not presently available for performance under this contract beyond December 31, 2021. The Authority's obligation for performance of this contract beyond that date is contingent upon the availability of funds from which payment can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract beyond December 31, 2021, until funds are made available for performance and until the Contractor receives written notice of availability.



**SECTION VII - CONTRACT PROVISIONS****01 SCOPE OF WORK**

The contractor shall provide all necessary labor, materials, equipment, transportation and supervision to manage the Airports Authority's Operational and Construction Insurance Programs.

**02 PRE-PERFORMANCE CONFERENCE**

Prior to commencement of work, the Contractor shall meet in conference with the Contracting Officer and the Contracting Officer's Technical Representative (COTR) to discuss and develop mutual understandings related to scheduling and administration of work.

**03 VEHICLE REGISTRATION AND PARKING**

The Contractor's employees will **NOT** be provided parking for their personal cars when performing the services called for in this contract.

**04 AIRPORT REGULATIONS**

The Contractor and its employees shall become familiar with, and shall be governed by, all Authority regulations as posted or as indicated by this contract or by the Contracting Officer and/or COTR. Operators of all equipment on airport property shall comply with all licensing requirements of the State of Virginia.

**05 SAFETY REQUIREMENTS**

- A. Prior to commencement of work, the Contractor shall meet in conference with the COTR and a representative from Airport Operations to discuss and develop mutual understandings relevant to the administration for the safety programs of the facility.
- B. If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer and/or the COTR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stoppage shall be made subject to claim for extension of time or for excess costs or damages to the Contractor.

**06 DAMAGE REPORTS**

In all instances where Authority property and/or equipment is damaged by Contractor employees, a full report of the fact and extent of such damage shall be submitted, in writing, to the Contracting Officer's Technical Representative (COTR) within 24 hours of the occurrence.

**07 DAMAGE OR LOSS OF CONTRACTOR'S PROPERTY**

The Contractor is responsible for taking that action necessary to protect its supplies, materials, and equipment and the personal property of its employees from loss, damage, or theft.

**08 WORKING HOURS**

- A. Normal working hours for Authority employees are Monday through Friday, 7:30 A.M. to 4:00 P.M., except for Federal Holidays. Overtime working hours are Monday through Friday, Saturdays, Sundays, and Federal Holidays, 4:00 P.M. to 7:30 A.M. The ten Federal Holidays observed at the Authority are:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving
Independence Day	Christmas

- B. When one of the above designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday.

## **09 AUTHORITY FURNISHED FACILITIES**

See Statement of Work, Paragraph 4.0, Airports Authority Provided Resources and Equipment for description.

## **10 AUTHORITY FURNISHED EQUIPMENT**

See Statement of Work, Paragraph 4.0, Airports Authority Provided Resources and Equipment for description.

## **11 RESERVED**

## **12 CONTRACTOR PERSONNEL**

The Contracting Officer may, at any time under this contract, require an investigation of Contractor personnel. When notified of such a requirement, the Contractor shall have completed on each employee who would have a requirement to visit and/or work at an Authority Facility, such investigative forms as are furnished by the Contracting Officer.

## **13 WORKMANSHIP AND INSPECTION**

- A. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove any employee from work that the Contracting Officer deems incompetent or careless.
- B. Further, the Authority may, from time to time, make inspections of the work performed under this contract. Any inspection by the Authority does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

## **14 BILLING INSTRUCTIONS**

The Contractor shall submit, no more than once each month, an original of both its invoices and the Authority's Invoice Attachment Form (Exhibit J), listing all subcontractors and their activities, either electronically via e-mail to [mwaa.invoices@mwaa.com](mailto:mwaa.invoices@mwaa.com) or in hard copy to the following address:

Metropolitan Washington Airports Authority  
Accounting Department, MA-22B  
1 Aviation Circle  
Washington, DC 20001-6000

Failure to include required Exhibit J Attachment may delay payment of your invoice.

Invoices shall be properly identified with the Contractor's name, address and applicable contract/purchase order number. Invoices without proper identification will be returned to the sender. Invoices in excess of one (1) per month will be returned to the contractor.

The Contractor is encouraged to utilize banks owned and controlled by Disadvantaged Business Enterprises. To obtain a list of Disadvantaged Business Enterprise banks, contact the Department of Supplier Diversity at 703-417-8660.

## 15 LIABILITY INSURANCE

- A. The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service.
- B. Contractor shall advise the Airports Authority of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.
- 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.
- D. 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.
- E. The Contractor and any Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.
- F. 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.
- G. **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, Mobile Equipment, 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. **Commercial 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.
  - 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. 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.
  - e. A copy of the policy shall be provided to the Airports Authority upon its request.
5. **Professional Liability (Technology Errors & Omissions and Network Security/Privacy Liability)**
- a. 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 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. The Contractor must protect the PII (Personally Identifiable Information) to which the Contractor has access or is holding.
- e. 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.
- f. 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.

- g. Amend Insured v. Insured Exclusion: The policy shall have the “Insured v. Insured” exclusion amended to allow an “Additional Insured” to bring an action against the “Named Insured”.
- h. 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.

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.

- H. 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 deemed as a limitation on Contractor’s liability under the indemnities granted to the Airports Authority in this Contract.
- I. 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.
- J. 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.
- K. 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.
- L. 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, exhibiting coverage as required by the Metropolitan Washington Airports Authority’s contract terms and conditions.
  - 1. 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 be 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, and Manuscript Certificate of Insurance for certain offshore policy placements. Forms of these types will be considered on a case-by-case basis.
  - 2. The Certificate of Insurance shall include the Contract Number.
  - 3. 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.
  - 4. 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.

5. 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**

## **16 CONTRACT TERM**

The period of performance under this contract will be three (3) years from the contract effective date.

## **17 CORRESPONDENCE PROCEDURES**

All correspondence, except that which is technical in nature, will be directed to the Contracting Officer at the following address. Technical correspondence shall be forwarded to the Contracting Officer's Technical Representative (COTR), with a copy forwarded to the Contracting Officer.

Metropolitan Washington Airports Authority  
Procurement and Contracts Department, MA-29  
2733 Crystal Drive  
Arlington, VA 22202  
Attn.: Scott G. Jimmo

## **18 DISPUTES**

### **A. General**

This contract provision sets forth the Authority's disputes procedures for disputes under remedy-granting contract provisions and non-material breaches of contract. It applies to all disputes except disputes based upon a material breach of contract.

It is the Authority's policy to encourage resolution of disputes by mutual agreement between the Contracting Officer and the Contractor. Consistent with this intent, the Authority requires, as a condition precedent to the initiation of litigation, the exhaustion of the administrative disputes procedure described in this contract provision. If the dispute is not resolved by the administrative disputes procedure, the contractor may proceed to court litigation in accordance with the agreements contained in this contract.

### **B. Waiver of Jury Trial**

To the fullest extent permitted by law, the Contractor and the Authority hereby waive their respective rights to a trial by jury on any dispute or claim or cause of action upon, arising under, arising out of or related to, the contract. In addition, the Contractor and the Authority hereby waive their respective rights to trial by jury in any other proceeding or litigation of any type brought by any of the contracting parties against the other party whether with respect to contract claims or actions, tort claims, or otherwise. Without limiting the foregoing, the Authority and the Contractor further agree that their respective rights to a trial by jury are waived as to any action, counterclaim, or other proceeding that seeks, in whole or in part, to challenge the validity or enforceability of the contract. This waiver of jury trial shall also apply to any subsequent amendments, modifications, renewals or supplements to the contract.

C. Performance Pending Dispute

The contractor shall proceed diligently with performance of the contract's requirements, including the disputed portions, pending resolution of any dispute.

D. Steps of Administrative Disputes Procedure

1. Claim Submission

The Contractor shall submit a written claim signed and certified as true and accurate and that it is made in good faith based upon supporting facts and cost and pricing data that are current, accurate and complete as of date of submission and date of any agreement; the claim and certifications shall be made by a duly authorized officer of the Contractor. The claim at a minimum shall include a) the basis of liability; b) basis of request for additional compensation, time extension request or other relief requested; c) a narrative that fully explains the basis for liability; d) the claim must state that it is made in good faith, that the supporting facts and cost and pricing data are current, accurate and complete as of the date of certification, and the amount of additional compensation, time of performance, or other relief requested reasonably and accurately reflect the added cost, added time of performance, and other damage the Contractor reasonably believes it has incurred; and e) the claim must include or specifically reference all actual cost accounting records, actual schedule data, as-built data, or other data or facts that relate to any aspect of the Contractor's claim.

2. Prohibited Claim Formats

Monetary claims based on anticipatory profits are prohibited. Monetary claims requests based on a total cost approach are prohibited. Time extension requests or claims on a total time approach are prohibited.

E. Claims Review and Disposition

1. Contracting Officer Discussions

Discussions between the Contracting Officer and the Contractor concerning the claim presented shall occur within a reasonable period of time after submission of the certified claim and receipt by the Contracting Officer of sufficient information, including, but not limited to, information resulting from an audit, if deemed necessary. Discussions shall be conducted in good faith for the resolution of the dispute, including the exchange of relevant information. If requested by the Contracting Officer, the COTR shall provide the Contracting Officer with a written response to the claim that references the applicable provisions of the statement of work, contract requirements, and applicable contract provisions and may include a specific request that the COTR obtain additional information or audit access, or both. The Contractor shall provide such additional information or audit access and failure to promptly provide such information or access shall be a bar to the claim.

2. Alternative Dispute Resolution (ADR)

Non-binding evaluative mediation is established as the ADR for this contract. The parties agree that the following procedures shall apply:



- a. Selection of the neutral mediator shall be as made by the parties; a neutral means an individual who is trained or experienced in conducting dispute resolution proceedings and in providing dispute resolution services related to significant construction contracts.
- b. All statements made as a part of the proceeding and all memoranda, work products or other materials made during the course of the mediation are deemed confidential and are to be treated in accordance with Virginia Code Section 8.01-576.10; in addition, the statements and any written materials are considered privileged settlement discussions, are not party admissions, and are made without prejudice to any party's legal position, if mediation does not result in an agreement.
- c. Materials prepared for the mediation are not subject to disclosure in any other judicial or administrative proceeding.
- d. Informal discovery is permissible in the form of production or inspection of certain categories of documents.
- e. The parties agree to split evenly the costs of the mediator and any incidental costs associated with holding the mediation.

### 3. Impasse and Litigation

If the ADR procedure does not result in an agreement, an impasse can be declared.

### 4. Contracting Officer's Final Decision

Upon the declaration of an impasse, the Contractor shall request a written final decision by the Contracting Officer. The Contracting Officer shall issue a final decision within sixty (60) calendar days from receipt of the request and adequate documentation unless the dispute is determined to be complex in nature. The final decision of the Contracting Officer shall be final and conclusive unless within thirty (30) calendar days from receipt of the Contracting Officer's final decision, the Contractor mails or otherwise furnishes a written notice of appeal to the Manager, Procurement and Contracts Department.

### 5. Litigation

Following the completion of the administrative disputes resolution process without an agreement as indicated by the timely receipt of a notice of appeal, the dispute may be resolved by litigation without a jury before a court of competent jurisdiction within the Commonwealth of Virginia.

## F. Remedies for inappropriate claims

The following remedies are provided for the Authority's use in the event the Contractor submits reckless or frivolous claims or false, misleading, or material misrepresentations relating to claims.

### 1. Remedies for Reckless or Frivolous Claims

In the event that the Contractor makes a claim against the Authority and the Contractor's claim, as certified by an officer of the contractor, is a) found by a court to be based on any reckless statement contained in the certification of the claim or b) is found by a court to be of frivolous nature or materially overstated in amount, then the Contractor shall be liable to the Authority and shall pay to it a percentage of costs incurred by the Authority in investigating, analyzing,

negotiating, mediating and litigating (including attorneys' fees) the frivolous or overstated claim. The percentage of costs referenced shall be equal to the percentage of the contractor's total claim which is determined through litigation to be the result of a reckless statement or frivolous claim. "Frivolous" shall mean having no basis in law or in fact. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

2. Remedies for False or Misleading Statements or Material Misrepresentation

Any claim by the Contractor that is based on false or reckless statements that mislead the Authority or material misrepresentations shall entitle the Airports Authority to a full recovery of all costs incurred by the Authority in investigating, analyzing, negotiating, mediating and litigating (including attorneys' fees) the claim. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

**19 TERMINATION FOR CONVENIENCE OF THE AUTHORITY**

- A. The Authority may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause;
1. Stop work as specified in this notice.
  2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  3. Terminate all subcontracts to the extent they relate to the work terminated.
  4. Assign to the Authority, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Authority shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  5. With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
  6. As directed by the Contracting Officer, transfer title and deliver to the Authority (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Authority.
  7. Complete performance of the work not terminated.
  8. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.

9. As directed or authorized by the Contracting Officer, use its best efforts to sell and/or return at the Authority's expense to manufacturers, suppliers, or distributors for full credit less any applicable restocking charges, any property of the types referred to in subparagraph 6. above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Authority under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- C. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year of any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- D. Subject to paragraph C. above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph D. or paragraph E. below, exclusive of costs shown in subparagraph E.3. below, may not exceed the total contract price as reduced by A. the amount of payments previously made and (B) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph E. below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- E. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph D. above:
1. The Contract price for completed supplies or services accepted by the Authority (or sold or acquired under subparagraph B.9. above) not previously paid for, adjusted for any saving of freight and other charges.
  2. The total of -
    - a. The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph E.1. above;
    - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision a. above; and
    - c. A sum, as profit on subdivision a. above, determined by the Contracting Officer in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision c. and shall reduce the settlement to reflect the indicated rate of loss.

3. The reasonable costs of settlement of the work terminated, including -
  - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
  
- F. Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph E. above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority or to a buyer.
  
- G. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs C., E., or I., except that, if the Contractor failed to submit the termination settlement proposal within the time provided in paragraphs C. or I., and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraphs C., E., or I., the Authority shall pay the Contractor (1) the amount determined by the Contracting Officer, if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
  
- H. In arriving at the amount due the Contractor under this clause, there shall be deducted -
  1. All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
  2. Any claim which the Authority has against the Contractor under this contract; and
  3. The agreed price for, or the proceeds of, sale of materials, supplies or other things sold or sold under the provisions of Paragraph B.9 of this clause and not recovered by or credited to the Authority.
  4. The amount credited to the Contractor for materials, supplies or other things that are returned to the manufacturers, suppliers or distributors in accordance with Paragraph B.9 of this clause and not recovered by or credited to the Authority.
  
- I. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.
  
- J.
  1. The Authority may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes that the total of these payments will not exceed the amount to which the Contractor will be entitled.

2. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Authority upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- K. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Authority, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

## 20 DEFAULT

- A. If the Contractor: 1) fails to comply with the terms of this contract; 2) refuses or fails to prosecute the work, or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension; or 3) fails to complete the work within this time, the Authority may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Authority may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plants on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Authority resulting from the Contractor's refusal or failure to comply with the contract or to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Authority in completing the work.
- B. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause, if:
1. The delay in completing the work or failure to comply with contract terms arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Authority in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the Authority, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers, and
  2. The Contractor, within ten (10) days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay or failure to comply with contract terms. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended.

- C. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Authority.
- D. The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **21 INTERPRETATION OR MODIFICATION**

Except as otherwise provided in this contract, no oral statement of any person and no written statement of anyone other than the Contracting Officer, shall modify or otherwise affect the terms or meaning of the contract or specifications. All requests for interpretation or modifications shall be made in writing to the Contracting Officer.

## **22 RESERVED**

## **23 ACCIDENT AND FIRE REPORTING (Applicable to contracts performed on authority owned or leased property)**

- A. The Contractor shall immediately report to the Contracting Officer and the Contracting Officer's Technical Representative (COTR) any accident or fire occurring at the site of the work which causes:
  - 1. A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
  - 2. Damage to Authority property, either real or personal;
  - 3. Damage to Contractor or subcontractor owned or leased motor vehicles or mobile equipment;
  - 4. Damage because of which a contract time extension may be requested.
- B. Accident and fire reports required by paragraph (A) above shall be accomplished by the following means:
  - 1. Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Authority property (either real or personal) the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer and Contracting Officer's Technical Representative (COTR), and shall be confirmed in writing within 24 hours to the Contracting Officer. Such communication shall state all known facts as to the extent of injury and damage and as to the cause of the accident or fire.
  - 2. Other accident and fire reports required by paragraph A. above may be reported by the Contractor using a State, private insurance carrier, or Contractor accident report form which states extent of injury and damage and cause of accident or fire. Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours subsequent to the occurrence of the accident or fire.
- C. The Contractor shall assure compliance by subcontractors at all tiers with the provisions of this clause.

**24 INDEMNIFICATION**

- A. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the Authority, the Authority's employees, and the Authority's agents, contractors, subcontractors, and consultants, and agents and employees of any of them, from and against all claims, suits, damages, losses, expenses, and attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, suit, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor, or any of its subcontractors, their agents or anyone directly or indirectly employed by them, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- B. In claims against any person or entity indemnified under this provision by an employee of the Contractor, a subcontractor, an employee of a subcontractor, or an agent of the Contractor or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**25 LICENSES AND PERMITS**

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work.

**26 SUPERVISION**

The Contractor shall arrange for satisfactory supervision of the contract work. The Contractor or its supervisors shall be available at all times, when the Contractor work is in progress. It is the Authority's policy that the Authority will not supervise the Contractor's employees, directly or indirectly.

**27 KEY PERSONNEL**

The key personnel specified in the Contractor's proposal are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the program. No diversion of key personnel shall be made by the Contractor without the written consent of the Contracting Officer. The listing of key personnel may be amended from time to time during the course of the contract to either add or delete personnel or positions, as appropriate, subject to prior approval of the Contracting Officer.

The Contractor shall require in each subcontract a provision that requires the subcontractor to advise the Contractor promptly of any significant changes in the organization of such subcontractor, and the Contractor shall promptly advise the Contracting Officer of any such changes reported to the Contractor or otherwise discovered by the Contractor.

**28 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AUTHORITY**

The Contracting Officer may designate Authority personnel to act as his or her authorized representatives for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of the contract. Such designation will be in writing, set forth by a separate letter signed by the Contracting Officer,

and will contain specific instructions as to the extent to which the representative may take action for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor authorize the designee to order contract changes, modify contract terms, or create any liability on the part of the Authority.

## 29 OPERATION OF MOTOR VEHICLES

- A. The Contractor shall have identification decals or other approved identification on all vehicles entering the Airport. Each employee of the Contractor (and of its subcontractors) driving motor vehicles on the Airport shall have a valid driver's license and each such motor vehicle shall have a current inspection sticker if required by the state of registration. Only properly identified vehicles of the Contractor shall be allowed in the work area.
- B. After contract award, and before commencing use of vehicles, the Contractor shall furnish to the Contracting Officer a list showing the following:
1. Name and address of each of its employees and those of its subcontractors that will be involved with the movement of motor vehicles.
  2. Operator's permit number for each employee in A.1. above.
  3. Registration number of each vehicle that will be used at the Airport.
- C. All of the Contractor's personnel driving motor vehicles on the Air Operations Area (AOA) must obtain an AOA operator's permit through the Airport Operations Division. Vehicles not registered with the Airport or operated by a driver without an Airport operator's permit must be escorted by an approved vehicle and operator.
- D. For vehicles operated on the aerodrome:
1. An identification flag shall be placed on each vehicle in a position so that it will be visible from all sides of the vehicle. Contractor must provide its own flags. Description of flag required: 3' x 3' orange and white checkerboard with 1' squares.
  2. Vehicles making only occasional visits to the job site are exempt from the identification requirements contained herein above provided that they are escorted into, through and out of the AOA by a properly identified vehicle.
  3. Vehicles operating in AOA areas during the hours of darkness shall be equipped with an amber (yellow) dome-type light, mounted on top of the vehicle and of such intensity to conform to local codes for maintenance and emergency vehicles.
    - a. At Washington National Airport, the dome light shall be "flashing".
    - b. At Washington Dulles International Airport, the dome light shall be "steady".
  4. The Contractor shall furnish, at its own expense, flagmen as necessary to control its traffic in accordance with these specifications unless otherwise directed by the Contracting Officer's Technical Representative (COTR), in which case the direction of the COTR shall be followed.
  5. Contractor's traffic will not be permitted to cross runways or sections of taxiways being used by aircraft, except as specifically and conditionally approved and subject to the controls delineated by the COTR. It shall be the Contractor's responsibility to ascertain the status of such runways



and sections of taxiways at all times by consulting with the COTR. Where project access requires travel on or across runways, taxiways, or aircraft aprons, the Contractor shall provide adequate personnel and equipment to keep such surfaces clear of debris. In addition, the Contractor shall obtain any and all equipment necessary to communicate with the air traffic control tower to obtain clearance for all vehicles.

6. If the Contractor needs to utilize gate 1 at Washington Dulles, the Contractor will furnish, at its own expense, security guards acceptable to the Airport to guard that gate and assure only authorized vehicles are permitted through that gate.

### **30 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

- A. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- B. In the event of any claim or suit against the Authority, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Authority, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Authority except where the Contractor has agreed to indemnify the Authority.

### **31 PATENT INDEMNITY**

Except as otherwise provided, and except to the extent infringement was caused by the Authority, the Contractor agrees to indemnify the Authority and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States arising out of the performance of this contract.

### **32 CHANGES**

- A. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
  1. Description of services to be performed;
  2. Time of performance (i.e., hours of the day, days of the week, etc.); or
  3. Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. If however, the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

- D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this clause however, shall excuse the Contractor from proceeding with the contract as changed.

### 33 INSPECTION OF SERVICES

- A. Definitions. "**Services,**" as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the contract requires.
- C. The Authority has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services do not conform with contract requirements, the Authority may require the Contractor to perform the services again in conformity with contract requirements at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the contract for default.

### 34 WARRANTY OF SERVICES

- A. Definitions. "**Acceptance,**" as used in this clause, means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"**Correction,**" as used in this clause, means the elimination of a defect.

- B. Notwithstanding inspection and acceptance by the Authority or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Authority. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Authority does not require correction or reperformance.
- C. If the Contractor is required to correct or reperform, it shall be at no cost to the Authority, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the

Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.

- D. If the Authority does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

**35 RESERVED**

**36 RESERVED**

**37 EXCUSABLE DELAYS**

- A. Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

- B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -

1. The subcontracted supplies or services were obtainable from other sources;
2. The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
3. The Contractor failed to comply reasonably with this order.

- C. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Authority under the termination clause of this contract.

**38 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- A. Price Schedule (excluding the specifications);
- B. Representations and Certifications
- C. Solicitation Provisions;
- D. Special Provisions;
- E. Contract Provisions;
- F. Other documents, exhibits, and attachments;
- G. The specifications/Statement of Work; and
- H. The drawings, if applicable.

### 39 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The Contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

### 40 CLAIMS FOR ADDITIONAL COSTS

If the Contractor wishes to make a claim for an increase in the contract sum, it shall give the Authority written notice of the intent to do so within twenty (20) calendar days following the occurrence of the event giving rise to the claim. This notice shall be given by the Contractor prior to proceeding to execute the work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the contract sum resulting from such claim shall be authorized by contract modification.

### 41 TAXES

The Contractor is responsible for all applicable Federal, state, and local taxes of all kinds on materials, labor, or services furnished by it or arising out of its operations under the contract. Such taxes shall include, without limitation, sales, use, excise, employee benefit and unemployment taxes, customs duties, and income taxes.

### 42 PAYMENTS

- A. The Authority shall pay the Contractor the contract price as provided in this contract.
- B. The Authority strongly recommends that contractors participate in a program whereby payments under this contract are made via electronic funds transfer into the contractor's bank. Contractor requests to initiate such service shall include the bank name, address, account number, contact person, telephone number, and American Bankers Association (ABA) 9-digit identifying number. The initial request and any subsequent changes must be signed by the contractor's signatory of the contract and shall be submitted directly to the Authority's Finance Office (MA-22B).
- C. The Authority shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates provided by the Contractor and approved by the Contracting Officer. The Contractor shall furnish to the Authority the Invoice Attachment Form (See Exhibit J) which will be included with each invoice submission. This Form shall provide information on all subcontractors, each subcontractor's scope of services, and the subcontract dollar amount for those services. When reviewing the Contractor's invoicing for the reporting period, the Authority will use the Invoice Attachment Form as verification of subcontracting activities and payments. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if:
  1. Such consideration is specifically authorized by this contract; and

2. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

Failure to include required Exhibit J Attachment may delay payment of your invoice.

- D. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. If however, satisfactory progress has not been made, the Contracting Officer may retain a maximum of ten (10) percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount which the Contracting Officer considers adequate for protection of the Authority and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each portion of work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
- E. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Authority, but shall not be construed as:
  1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
  2. Waiving the right of the Authority to require the fulfillment of all the terms of the contract.
- F. The Authority shall pay the amount due the Contractor under this contract after:
  1. Completion and acceptance of all work;
  2. Presentation of a properly executed voucher; and
  3. Presentation of releases of all claims, liens and encumbrances against the Authority arising by virtue of this contract. The release shall identify other claims, liens and encumbrances, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract have been assigned. Any assignment must be approved by the Contracting Officer.
- G. The Authority shall make payments for Broker of Record Services and Aviation OCIP Administrative Services within 30 calendar days after receipt of a proper invoice in the office designated to receive the invoice. The Authority shall make payments for Insurance Premiums upon receipt of a proper invoice in the office designated to receive the invoice.
- H. The Contractor promises that it will pay its subcontractors within 10 days following receipt of payment from the Authority. The prime contractor also agrees to return any retainage withheld from subcontractors within 10 days after the subcontractor has satisfactorily completed its work. Any delay or postponement of payment may not take place without prior approval of the Authority. A finding of non-payment is a material breach of this Contract. The Authority may, at its option, increase allowable retainage or withhold progress payments unless and until the Contractor demonstrates timely payment of sums due subcontractors. Provided, however, that the presence of a "pay when paid" clause in a subcontract shall not preclude Authority inquiry into allegations of nonpayment. Provided, further, that the remedies above shall not be employed when the Contractor demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier. The Contractor shall incorporate this provision into all subcontracts in excess of \$5,000 that results from this contract.

**I. Contractor Submission Of W-9 Required Prior to Contract Award**

As a prerequisite for contract award, the contractor shall complete all parts of the Internal Revenue Service ("IRS") Form W-9 (Request for Taxpayer Identification Number and Certification). Contract award will not be made until the completed W-9 has been received by the Authority. The W-9 form and instructions are available to contractors by accessing the IRS website at [www.irs.gov](http://www.irs.gov) and inserting the form number "W-9".

The W-9 information is requested so that we may determine the need to file IRS Form 1099 in connection with payments made by the Authority to the contractor. To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the Authority and its contractors. If the term of the contract exceeds one year, the Authority may request periodic resubmission of the W-9. If the contractor fails to submit the form by the deadline stated in the resubmission request, the Authority may refuse to pay invoices until the form has been submitted.

**43 PUBLICITY RELEASES**

Publicity releases in connection with this contract will not be made by the contractor unless prior written approval is obtained from the Manager, Procurement and Contracts Department.

**44 OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Authority may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration. The Authority will give the Contractor a preliminary notice of its intent to extend at least 60 days prior to contract expiration. This preliminary notice shall not commit the Authority to an extension. If the Authority exercises an option, the extended contract shall be considered to include this option provision. The extended contract shall be at the rates specified in the Price Schedule. The total duration of this contract, including the exercise of any options under this provision, shall not exceed Five (5) years.

**45 OPTION TO EXTEND SERVICES**

The Authority may require continued performance of any services within the limits and at the rates specified in the Price Schedule. This option provision may be exercised more than once, but the total extension hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of contract expiration.

**46 AUDIT AND INSPECTION OF RECORDS**

The Contractor shall maintain records and the Contracting Officer shall, until the expiration of five years after final payment under this Contract have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving the formation of the contract, transactions related to the Contract, and information technology system records for the purpose of inspection, making audit, examination, excerpts and transcriptions. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Contracting Officer shall until the expiration of five years after final payment under the Contract have similar access to and the right to examine any pertinent books, documents, papers and records of the subcontractor(s) involving all aspects of the subcontract including formation. Upon request of the Contracting Officer, Contractor and its subcontractors shall, in a form acceptable to the Contracting Officer, submit a third party attestation report regarding its policies, controls, processes and security.

The Contracting Officer shall have all of the aforementioned rights for all types of contracts including fixed price contracts. The rights include without limitation the right to examine costs and information technology system records as they relate to this Contract. The Authority's rights hereunder are in addition to any other audit and inspection rights under the Contract. The Authority reserves these rights because cost and internal control information is frequently needed to investigate performance issues and whether it is in the Authority's interest to exercise other reserved rights under the contract. The Contracting Officer shall have the broad rights of audit and inspection including but not limited to, the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature that have been incurred for the performance of this Contract. Such right of examination shall include inspection at all reasonable times of the Contractor's labor, materials, plant or such parts thereof, or other costs or revenues as may be expended or received as a part of the performance of the Contract.

When costs are a factor in any request for an equitable price adjustment pursuant to a remedy granting provision of the Contract, the Contractor shall maintain separate accounts by specific designation or other suitable accounting procedure of all incurred segregable, direct costs, less allocable credits. Failure to maintain such cost records is a bar to any claim, legal or equitable, for such costs.

#### **47 CONSENT TO ASSIGNMENT**

The Contractor shall obtain the written consent of the Contracting Officer prior to any assignment of all or any part of this contract.

#### **48 NOTIFICATION OF OWNERSHIP CHANGES**

The Contractor shall notify the Contracting Officer in writing when the Contractor becomes aware that a change in its ownership is certain to occur. The Contractor shall also include this provision in all subcontracts under this contract, requiring each subcontractor to notify the Contracting Officer in writing when the subcontractor becomes aware that a change in its ownership is certain to occur.

#### **49 COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9**

The Contractor shall ensure 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, and that it will maintain compliance as long as any work is being performed under this contract with the Authority. The Contractor shall also ensure 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, and that its subcontractors will maintain compliance as long as they are performing any work under this contract with the Authority.

#### **50 AUTHORITY PROPERTY**

The Contractor shall have custodial management responsibility for all Authority-owned personal and real property assets (hereafter referred to as "property") that are provided during the contract term. This applies to all Authority property that is approved and provided by the Authority's Contracting Officer's Technical Representative (COTR), regardless of cost or whether the Contractor is authorized to directly purchase it or it is purchased by the Authority. Title to all Authority property provided to the Contractor shall remain with the Authority unless otherwise specified in the contract. Custodial management responsibility includes tracking assets, maintaining property records, preparing and submitting property documents, safeguarding assigned property, assisting with inventories, ensuring that assigned property is used only for official Authority purposes, and identifying property that is no longer needed and reporting it to the COTR.

Property assets provided to the Contractor shall be managed by the Contractor using the following identification methods approved by the COTR and their respective Authority Property Control Office:

1. An Authority issued bar code number for assets which are formally recorded by the respective Property Control Office
2. The manufacturer's assigned serial number
3. A unique recording number issued by the Contractor for tracking purposes and approved by the respective Authority Property Control Office when the manufacturer's assigned serial number is unavailable

Contractors shall ensure that they do not use any Authority property that has not been specifically authorized for their use by the COTR. If Contractors require additional Authority property, that requirement shall be submitted to the COTR in writing, including full justification prior to any use of such property.

An inventory of all property provided to the Contractor shall be conducted on the first and last day of the contract term by the Contractor's representative, COTR, and a representative from the respective Authority Property Control Office. An Authority property transfer form with a detailed property inventory listing will be used to transfer property at the beginning of the contract term. The inventory lists shall include the description of the property, bar code number (if assigned), serial number, acquisition cost, acquisition date, manufacturer, year manufactured, location, and user. If the acquisition cost and date for an item are unknown, the respective Authority Property Control Office will determine an estimated cost and date. If the COTR assigns additional property to the Contractor during the contract term or if property is returned to the Authority through the COTR by the Contractor, the respective Authority Property Control Office will be responsible for recording and maintaining an updated property inventory listing for Authority property that is bar coded. The Contractor will be responsible for recording and maintaining an updated property inventory listing for all non-bar coded Authority property. The COTR will be responsible for informing their respective Authority Property Control Office whenever property is issued or returned by the Contractor, including any changes that affect the property inventory records.

The Contractor accepts the provided property in "as is" condition. The COTR and/or the respective Authority Property Control Office may conduct scheduled or unscheduled property inventories during the contract term. The Contractor will perform at least annually a physical inventory of all Authority provided property. A corporate officer of the Contractor shall certify to the COTR and respective Authority Property Control Office that the property on the listings is still in the possession of the Contractor and has been used only in connection with this contract. The inventory listings should indicate a description of each asset, acquisition cost, acquisition date, manufacturer, year manufactured, its condition and location, the serial number, and the Authority asset bar code, if applicable. The existing Contractor's representative, new Contractor's representative, COTR, and a representative from the respective Property Control Office will conduct an inventory at the end of the contract period.

The COTR and the Property Control Office shall ensure that all property provided to the Contractor is returned to the Authority in the same condition as originally provided, with the exception of reasonable wear and tear, when it is no longer needed or at the end of the contract term. If the assigned property is not returned by the Contractor in the same condition as it was issued (with the exception of reasonable wear and tear) or has been lost, the Contractor will be liable for the loss or damage and will be required to reimburse the Authority for the cost to replace the property or to restore the property to its original condition, as determined by the Property Control Office and COTR.

**You will be advised by separate communications from the Contracting Officer's Technical Representative (COTR) of the necessary property asset management procedures and specific recording levels established for all property under your control during the remainder of your contract term.**



## 51 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## 52 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

- A. Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. Non-Discrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airports Authority or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Airports Authority or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Airports Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: Withholding payments to the Contractor under the contract until the Contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor will include the provisions of paragraphs A. through F. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Airports Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the Airports Authority to enter into any litigation to protect the interests of the Airports Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 53 TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**SECTION VIII - POLICIES ON EQUAL OPPORTUNITY, MINORITY AND WOMEN BUSINESS  
ENTERPRISE (MBE/WBE) PARTICIPATION, AND EMPLOYMENT OF VETERANS**

**01 EQUAL OPPORTUNITY**

No person or firm shall be discriminated against because of race, color, national origin, or sex in the award of Authority contracts. Further, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

**02 MBE/WBE PARTICIPATION**

While there is no MBE/WBE goal associated with this solicitation, the Authority is committed to achieving significant voluntary participation in its contracting programs by business enterprises that are owned and operated by minorities and women (MBEs and WBEs) regardless of the size of the enterprise. All offerors are strongly encouraged to take active steps to maximize the participation of MBEs and WBEs in this contract.

**03 TECHNICAL ASSISTANCE**

The Authority will provide assistance to promote the participation of MBEs and WBEs in this contract, including the identification of MBEs and WBEs. To obtain assistance, interested parties are encouraged to contact the Authority's Department of Supplier Diversity at 703-417-8660, or at the following address: Metropolitan Washington Airports Authority, Department of Supplier Diversity, 1 Aviation Circle, Washington, DC 20001-6000.

**04 MONITORING OF MBE/WBE PARTICIPATION**

To monitor and evaluate MBE/WBE participation in its contracting programs, the Authority is collecting information on the voluntary efforts made by offerors in securing MBE/WBE participation for this contract. All offerors are encouraged to provide information relating to these efforts (Exhibit A) and return it with their offer.

When MBE/WBE participation has been obtained, all offerors are required to include this information on the Contract Participation Form (Exhibit D1) and to attach to the Contract Participation Form the MBE's or WBE's letter of DBE certification from the Authority, or MBE/WBE/DBE certification from another agency. This letter verifies the firm's MBE/WBE status, and is used in this case for the Authority's monitoring of its programs for the purposes of monitoring expenditures to MBE/WBEs, all contractors are required to identify on the Invoice Attachment Form (Exhibit J1) expenditures to first tier subcontractors who are MBEs or WBEs. (Note: Exhibits D1 and J1 are available from the Business Information section of the Authority's website at <http://www.mwaa.com>)

The information requested above will be used to assist the Authority in monitoring and evaluating MBE/WBE participation and will not be used to determine to whom this contract will be awarded.

**05 EMPLOYMENT OF VETERANS**

The Authority has adopted a policy to encourage reasonable efforts whenever possible to offer employment to qualified veterans, including the disabled, by the Authority, its contractors and subcontractors.

**Voluntary Efforts to Obtain MBE/WBE Participation**

Please answer the following questions and return this questionnaire with attachments (i.e., ads, meeting attendance list, etc) to the Contracting Officer with your offer.

Project Name: \_\_\_\_\_  
 Solicitation Number: \_\_\_\_\_  
 Contractor: \_\_\_\_\_

Did your company:

YES NO

- |    |  |                                  |       |
|----|--|----------------------------------|-------|
| 1. | Attend any pre-proposal meetings that were scheduled by the Authority? If YES, please attach list of meetings attended.  | _____                            | _____ |
| 2. | Advertise subcontracting opportunities in major circulation newspapers such as: a) the <u>Washington Post</u> , b) trade association press, c) minority and women oriented media? If YES, please attach copies of ads for a, b, c.                           | a) _____<br>b) _____<br>c) _____ | _____ |
| 3. | Provide timely written notice to specific MBEs/WBEs that their interest in the contract is being solicited? If YES, please attach a sample of such notification and list MBEs/WBEs contacted on page 2.  | _____                            | _____ |
| 4. | Follow-up initial solicitations of interest by personally contacting MBEs/WBEs? If YES, please list those MBEs/WBEs contacted on page 2.   | _____                            | _____ |
| 5. | Select the portions of the contract to be performed by MBEs/WBEs in a manner that will increase the likelihood of MBE/WBE participation? If YES, please attach a list of those portions of the contract selected for MBE/WBE participation.                  | _____                            | _____ |
| 6. | Provide interested MBEs/WBEs with timely and thorough information about the plans, specifications and technical requirements of the contract? If YES, please list the MBEs/WBEs provided with such information on page 2.                                    | _____                            | _____ |
| 7. | Negotiate in good faith with interested MBEs/WBEs, and not reject MBEs/WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities? If YES, list MBEs/WBEs with whom good faith negotiations were conducted on page 2. | _____                            | _____ |
| 8. | Assist interested MBEs/WBEs in obtaining bonding and/or insurance? If YES, list MBEs/WBEs assisted on page 2.  | _____                            | _____ |



## **SECTION IX - LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS**

### **01 LDBE PARTICIPATION**

As stated in Section IX(03), below, participation by Authority-certified LDBEs is a requirement of this contract. Participating LDBE firms must be LDBE certified by the Authority not later than the date established by the Authority for the award of this contract. If they are not LDBE certified by that date and the apparent successful offeror is relying upon these firms to achieve the required LDBE participation, the Authority is under no obligation to delay the award until certification is obtained and the Authority may select another offeror for contract award. The Authority requires sufficient time to process LDBE certification applications. Consequently, the Authority strongly encourages firms to apply for and obtain their LDBE certifications as early as possible. Prospective LDBEs are encouraged to apply for certification prior to the deadline for submission of bids or proposals.

By signing the offer, offeror commits itself to achievement of the LDBE participation requirement listed in Section IX(03) below, unless a waiver request meeting the requirements of Section IX(04) is submitted with the offer. Failure to sign the offer (or otherwise meet the foregoing requirement to commit to the LDBE participation requirement) or submit a waiver request with the offer may result in the offer being found to be in nonconformance with the RFP and rejected. The Authority will treat all other matters of LDBE participation (for example, whether the offeror has made a good faith effort to meet the LDBE requirement, the sufficiency of the submitted Contract Participation Form (Exhibit D), or whether an LDBE for whom preaward substitution is sought was proposed in good faith) as matters relating to the offeror's responsibility that the Authority may determine prior to award through communications with the offeror(s) in question. Unless the Authority declares otherwise, such communications with the offeror(s) in question do not constitute "negotiations" or "discussions" as these terms are used in the Authority's Contracting Manual and do not require communication with other offerors.

### **02 LDBE CERTIFICATION REQUIREMENTS**

To be certified by the Authority as an LDBE, a firm must be a small 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, are also eligible to participate in the Authority's program. A table of a representative list of zip codes that fall within this 100-mile radius is attached as Exhibit B. A "small business" is defined, for LDBE purposes, as a firm that is not dominant in its field, and that meets the Authority's small business size standards for the goods it will be supplying or services it will be performing in this contract. Receipts of all affiliates of the LDBE applicant shall be counted in determining the size of the business. The applicable small business size standard(s) for this solicitation are listed in Exhibit C. The apparent successful offeror who claims LDBE status, and all subcontractors claiming LDBE status, must be certified as such by the Authority prior to award of this contract and are subject to an investigation to establish status as a local disadvantaged business enterprise, in accordance with the criteria specified in Section IX(07)(A). The Contractor shall prompt, using reasonable measures, all LDBE firms participating in this contract, including itself, if it is an LDBE, to renew to their LDBE certifications and notify the Authority immediately of any change in status that would affect their eligibility for LDBE certification. If an LDBE certified firm participating in this contract outgrows the small business size standard (for example, the firm's annual gross receipts increase sufficiently during the term of this contract to cause the three year average of the LDBE's annual gross receipts to exceed the size standard) during the term of this contract, the firm will continue to be considered an LDBE for purposes of calculating LDBE participation for this contract until this contract, including any option years, expires. If an LDBE certified firm participating in this contract becomes ineligible for LDBE certification for any reason other than growth during the term of this contract (e.g., the LDBE moves outside the local area or the LDBE is purchased by a large or non-local firm), the

Authority reserves the right to require the Contractor to substitute a certified LDBE firm to perform the ineligible LDBE's work under this contract.

### 03 LDBE PARTICIPATION REQUIREMENTS

A. The LDBE participation requirements which apply to this solicitation are as follows:

1. The LDBE requirement for this solicitation is **Twenty** percent (**20%**) of the total offer amount of the contract. The **Twenty** percent (**20%**) LDBE participation shall be computed as outlined in Section IX(03)(C). The Authority may consider the Contractor to be in breach of this contract if the contract work to be performed by LDBEs is performed by firms that are not LDBEs, unless expressly permitted by this contract or waived in writing by the Authority.
2. If the offeror is not an LDBE, then it agrees that the LDBE participation requirement will be met by first tier subcontracts, or by joint venturing with an Authority certified LDBE.
3. No offeror that seeks to meet the LDBE requirement through subcontracting or through a joint venture shall be considered to have met this requirement unless the LDBE subcontractor and/or the LDBE joint venture partner is certified by the Authority and performs a commercially useful function as defined in Section IX(07)(F).
4. When modifications to the contract increase or decrease the total dollar value of the contract, the Contractor shall make best efforts under the circumstances to maintain the LDBE participation of **Twenty** percent (**20%**), so that by completion of the contract, **Twenty** percent (**20%**) of the total contract dollars will have been awarded to LDBEs. The Contractor must submit a revised Contract Participation Form (Exhibit D) and Revised Letter(s) of Intent (Exhibit E1), or other documentation acceptable to the Authority, which reflects changes in the LDBE participation associated with the modifications to the contract, within three (3) business days of the Contracting Officer's request.
5. The Authority discourages offerors and Contractors from the practice known as "shopping the contract" when such practice results in a disparate impact on LDBE subcontractors at any tier. Although offerors and Contractors are expected to provide the Authority with the best value possible for the work performed, this expectation should not be construed to mean that the Authority expects or condones any subcontractor, especially LDBEs, to perform work at an unreasonably low price.
6. The Authority is committed to significant participation of minority and woman-owned business enterprises (MBEs and WBEs) in this contract, and encourages offerors to meet the LDBE participation requirement with significant participation by MBEs and WBEs who qualify as LDBEs.

B. Where subcontracting is proposed, the Authority may evaluate the amount of work subcontracted, the industry practices involved, and any other relevant factors in determining whether the LDBE is performing a commercially useful function.

C. Computing LDBE participation:

Offerors shall apply the following rules to determine whether their proposed LDBE participation will meet the contract's LDBE requirement (see Section IX(03)(A)(1)):

1. A prime offeror who is an eligible LDBE certified by the Authority can count the amount of its own participation in the contract towards the LDBE requirement, provided that it is performing a commercially useful function as defined in Section IX(07)(F).
2. A non-LDBE prime offeror, in a joint venture with an LDBE, can count towards its LDBE requirement only that portion of the total dollar value of the contract work to be performed by the LDBE joint venture partner, provided that the LDBE joint venture partner is performing a commercially useful function as defined in Section IX(07)(F). The joint venture must be an eligible joint venture as defined in Section IX(07)(D).

Note: The following subsections discuss the Authority approved methods of calculating LDBE participation for a variety of likely subcontracts.

3. Subject to the conditions in Section IX(03)(C)(4-8) below, a non-LDBE prime offeror who plans to subcontract work to LDBEs can count towards its LDBE requirement the total dollar value of first tier subcontracts to be awarded to LDBEs, provided that:
  - a. Each first tier LDBE subcontractor performs a commercially useful function in the work of the contract as defined in Section IX(07)(F). In considering normal industry practices, the Authority recognizes that LDBE subcontractors, due to various specialties, may be required to enter into subcontract agreements. The value of the subcontract shall not exceed 20% of the original subcontract value unless the Authority gives written approval of a higher percentage. It is the responsibility of the prime offeror to disclose subcontracting information to the Authority and seek Authority written approval of its LDBE's subcontracting agreements. The Authority reserves the right to determine if an LDBE that subcontracts work is performing a commercially useful function as defined in Section IX(07)(F); and, that
  - b. Each first tier subcontractor is an eligible LDBE certified by the Authority.
4. A non-LDBE prime offeror who plans to obtain supplies or materials from an LDBE manufacturer (i.e., a producer of goods from raw materials or one which substantially alters them before resale), may count towards its LDBE requirement the total dollar value of first tier LDBE manufacturer subcontracts provided that:
  - a. The LDBE assumes the actual responsibility for directly manufacturing the materials or supplies; and,
  - b. Is certified as an LDBE by the Authority.
5. A non-LDBE prime offeror who plans to obtain supplies or materials from an LDBE stocking distributor or stocking supplier may count towards its LDBE requirement sixty percent (60%) of the value of the first tier LDBE distributor and stocking supplier contracts provided that:
  - a. The LDBE assumes the actual responsibility for directly providing the materials or supplies; and,
  - b. Is certified as an LDBE by the Authority.
6. A non-LDBE prime offeror who plans to obtain materials or supplies from an LDBE non-stocking supplier, i.e., broker, agent, or packager, may count only the broker, agent or packager fee plus transportation cost (usually not more than five percent (5%) of the total value of the subcontract)



toward its LDBE requirement provided that the LDBE broker, agent or packager is certified as an LDBE by the Authority.

7. An LDBE prime offeror who plans to obtain the services of an LDBE hauling/trucking firm may count towards its LDBE requirement:
  - a. The full value of the transportation services provided by the LDBE, provided that the LDBE hauling/trucking subcontractor is using trucks it owns, insures, and operates using drivers it employs, is performing a commercially useful function as defined in Section IX(07)(F) and is certified as a LDBE by the Authority under an appropriate SIC code. The LDBE may also receive credit for the full value of the transportation services it provides using trucks leased from another LDBE firm, including an owner operator who is certified as a LDBE. The LDBE who leases trucks from a non-LDBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The LDBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by an LDBE.
  - b. The cost of materials/supplies may not be counted toward the total value of the hauling firm's subcontract unless the LDBE hauling firm is also certified as a LDBE stocking supplier or non-stocking supplier, and requirements in Sections IX (03)(C)(5) or (6) are met. The total subcontract value, the hauling/trucking fee, and the materials price shall be listed on Exhibits D and E as separate line items.
8. A non-LDBE prime offeror who plans to lease or rent equipment from an LDBE equipment rental firm may count the total value of the rental/lease contract provided that:
  - a. the equipment is used for the performance of a distinct element of the contract work; and, that
  - b. the rental/lease cost(s) are not in excess of industry standard rates for leased or rented equipment; and, that
  - c. the LDBE equipment rental firm must actually own or control the equipment and maintain a yard or other facility where such equipment is stored; and, that
  - d. the LDBE equipment rental firm is certified as an LDBE by the Authority.

D. Offeror Conformance with LDBE Requirements

1. Documents to be Submitted With Offer.

**By signing the offer, offeror commits itself to achievement of the LDBE participation requirement listed in Section IX(03).**

- a. To be in conformance with this solicitation, the offeror is required to commit to meeting the LDBE participation requirement in Section IX (03) above. The offeror's signature on the offer signifies the offeror's commitment. If the offeror is unable to commit to the LDBE requirement, it must submit a Request for Waiver (Exhibit H) in accordance with the requirements of Section IX(04) with the offer below to be in conformance with this solicitation.

- b. All offerors (including those who are Authority certified LDBEs or eligible joint ventures who plan to count themselves to fulfill the LDBE requirement), shall submit a Contract Participation Form (Exhibit D) with their offers. Exhibit D is to list all firms that are participating in the contract and to provide all information required by the Exhibit. This form must be signed and dated by the Prime Contractor's representative. (Note: Requirements for submission of certification documents set forth in Section IX(03)(D)(3) must also be met.) Offerors are also asked to identify whether or not the LDBE firms listed on the Exhibit D are also MBEs and WBEs.
2. Documentation to be Submitted After Offer Submission

- a. Letters of Intent

The apparent successful offeror shall submit original signed Letters of Intent (Exhibit E) from each of the LDBEs identified on the Contract Participation Form (Exhibit D) . These Letters of Intent must be submitted within three (3) business days after the Contracting Officer's request. Each Exhibit E shall be completely filled out and signed by the LDBE and co-signed by the offeror. A detailed description of the LDBE's scope of work must be provided on Exhibit E.

In an RFP process, the signed Letter of Intent (Exhibit E) represents an intent by the LDBE to perform the subcontract at the price stated on the Contract Participation Form (Exhibit D), if the offer is accepted by the Authority without negotiation. However, if price negotiation occurs, e.g., the Authority requests a best and final offer, the offeror shall submit a revised Exhibit D with its revised offer, and within three (3) business days after the Contracting Officer's request, Exhibit E. The offeror is not required to renegotiate prices with any LDBEs identified on the initial Exhibit D; consequently, the revised Exhibit D submitted after negotiations between the Authority and the offeror is not required to show any change to the original price agreed to by the LDBE.

- b. LDBE Certification

1. All LDBEs must be certified by the Authority as LDBEs prior to award of this contract. All joint ventures between a non-LDBE and an LDBE must be formally certified by the Authority as an eligible joint venture under this section prior to award of this contract. The definitions and qualifications for LDBEs and eligible joint ventures are outlined in Section IX(07). Each LDBE that the offeror intends to use or joint venture with that is not currently LDBE certified by the Authority, must submit a completed Application for LDBE Certification (Exhibit F) to the Authority. This Application should be submitted prior to bid or proposal submission, if possible, or promptly thereafter.
2. The apparent successful offeror shall submit the following no later than three (3) business days after notification by the Contracting Officer unless otherwise determined by the Contracting Officer:

For each LDBE named by the offeror, that is not currently LDBE certified by the Authority and that has not previously submitted a completed Application for LDBE Certification, the offeror shall submit a completed Application for LDBE Certification (Exhibit F). The completed Exhibit F shall be submitted by the LDBE applicant firm in a sealed envelope identified as "Proprietary Data for Use by the Authority only". The application must be fully completed and must include all

documents required by the application. If the Authority determines, after receiving the application, that any information or document is missing from the application, the apparent successful offeror must submit such missing information or document to the Authority within two (2) business days of being notified (unless another time period is established by the Authority). If an LDBE is already certified by the Authority as an LDBE, the apparent successful offeror may submit a copy of the LDBE certification letter (certification must be current), or submit the firm's LDBE certification number and expiration date. A joint venture must also submit the Application for Joint Venture Eligibility (Exhibit G). LDBE joint venture partners must also complete the Authority application for LDBE certification unless currently certified by the Authority.

3. If the apparent successful offeror is a joint venture between a non-LDBE and an LDBE partner, the joint venture should also submit the Application for Joint Venture Eligibility (Exhibit G) as early as possible, either prior to the bid or proposal submission deadline or promptly thereafter. The LDBE joint venture partner must also complete the Authority Application for LDBE Certification (Exhibit F) unless currently certified by the Authority.
4. All LDBEs shall keep their LDBE certifications current, and shall immediately notify the Authority if they become ineligible for LDBE certification.

### 3. Failure to Submit Documents and Information

Failure to submit Contract Participation Form (Exhibit D), Letters of Intent (Exhibit E), LDBE Certification Application (Exhibit F)(if needed), or LDBE Waiver Request Procedure (Exhibit H) (if applicable) by the deadline specified by the Contracting Officer, may result in rejection of the offer.

## 04 REQUEST FOR WAIVER

- A. If an offeror is unable to meet all or any part of the LDBE participation requirements specified in this solicitation, the offeror must submit a Request for Waiver (Exhibit H) of this requirement with the offer. Exhibit H must demonstrate that the offeror has made a good faith effort to meet this LDBE participation requirement. The Request for Waiver must include a detailed report of the efforts employed by the offeror to meet the LDBE requirement, and such reporting must sufficiently satisfy the Authority that the requested waiver is justified. If the Authority is not satisfied that the requested waiver is justified, the Authority may find that the offeror is not in conformance with the RFP and reject the offer. A waiver of any portion of the LDBE requirements does not relieve the offeror of its responsibilities and requirements under Section IX(03)(D) concerning submission of the Contract Participation Form (Exhibit D), Letters of Intent (Exhibit E) and certification documents for the LDBE participation that the offeror has proposed.
- B. The offeror's report supporting the waiver request shall include documentation to substantiate that good faith efforts were made. The following is a sample listing of the efforts that an offeror may make. This list is not intended to be exclusive or exhaustive.
  1. Attend any pre-bid or pre-proposal meetings that are scheduled by the Authority;
  2. Advertise in major circulation newspapers such as the Washington Post, trade association publications, and disadvantaged and minority and women oriented media concerning the subcontracting opportunities;

3. Provide written notice to a reasonable number of specific LDBEs that their interest in the contract is being solicited, in sufficient time to allow the LDBEs to participate effectively;
4. Follow up initial solicitations of interest by contacting LDBEs to determine with certainty whether the LDBEs were interested;
5. Select portions of the work to be performed by LDBEs in a manner that will increase the likelihood of meeting the LDBE requirement;
6. Select available LDBEs whose work/business history demonstrates capability to perform the work of the subcontract;
7. Provide interested LDBEs with adequate information about the plans, specifications and requirements of the contract;
8. Negotiate in good faith with interested LDBEs, and not reject LDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities; and,
9. Make efforts to assist interested LDBEs in obtaining bonding and/or insurance.

The good faith effort of an offeror (if it is unable to meet the LDBE requirements) shall be evaluated by the Authority to determine whether the efforts to obtain LDBE participation were those that a firm aggressively seeking subcontractors would take in the normal course of doing business; whether the steps taken had a reasonable probability of success; and whether based upon the size, scope and complexity of the subcontract, there were qualified LDBE firms available and willing to accept the contract at a competitive price.

Efforts that are merely pro forma are not good faith efforts to meet the requirement. Efforts to obtain LDBE 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 LDBE participation to meet the LDBE requirement. For example, advertising or bulk mailings, alone or together, are considered pro forma and not good faith efforts unless followed up with telephone calls and/or correspondence consistent with normal business practice. If the LDBE provides a quote or offer, reasonable efforts to negotiate must be demonstrated.

C. Documents Required for Request for Waiver

1. The Request for Waiver (Exhibit H) of any portion of the LDBE requirement, the report of Good Faith Efforts, and all documentation of good faith efforts shall be submitted by an offeror with its offer by the offer deadline. Failure to submit the Request for Waiver with the offer will cause the offer to be rejected as nonconforming to the solicitation.
2. LDBE Unavailability Certification Form (Exhibit I) is to be used if the LDBE contacted responded to the prime offeror and stated that it was unavailable for a specific reason. These forms, if applicable, shall be submitted with the Request for Waiver (Exhibit H) of the requirement.

- D. The Authority's Department of Supplier Diversity will assist offerors by identifying Authority certified LDBE firms and minority-owned and woman-owned firms. Upon request, a directory of certified LDBEs and certified Disadvantaged Business Enterprises (DBEs) who may be eligible LDBEs will be provided for information only. The Authority does not warrant or guarantee the performance capability of any firms listed therein. The Authority's Department of Supplier Diversity may be contacted at

703-417-8660, or at the following address: Metropolitan Washington Airports Authority, Department of Supplier Diversity, 1 Aviation Circle, Washington, DC 20001-6000.

## 05 PRE-AWARD SUBSTITUTIONS

The Authority expects contractors to achieve LDBE participation using the firm(s) specified on the Contract Participation Form (Exhibit D). On occasion it may be necessary to substitute other firms to achieve the LDBE participation. No substitution may occur without the Authority's prior written approval. The Authority will approve a proposed substitution if it determines that the offeror has acted in good faith in attempting to meet the LDBE participation achievement and if the Authority concurs that the substitution is necessary. The following are some examples of when substitution may be necessary:

- A. Failure to qualify as an LDBE, if the firm was proposed in good faith by the offeror.
- B. Death or physical disability, if the named LDBE subcontractor, or LDBE partner of the joint venture is an individual.
- C. Dissolution, if a corporation or partnership.
- D. Bankruptcy.
- E. Inability to furnish the required performance and payment bond.
- F. Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- G. Failure or refusal to execute the subcontract in accordance with the terms of an offer negotiated with the Contractor, but only where the Contracting Officer can ascertain with reasonable certainty the terms of such offer. In the absence of any other factors, such a failure or refusal will be considered an unusual situation only if the successful offeror obtained an enforceable commitment from the subcontractor involved.
- H. Failure to comply with the terms and conditions of the contract or those of its subcontract or joint venture agreement.
- I. Voluntary decision by the LDBE to not participate on the project prior to signing the Letter of Intent (Exhibit E).
- J. The Authority determines that a named LDBE is not likely to be performing a commercially useful function or is unable to perform work of the nature and scope claimed for it and the Authority finds that the offeror acted in good faith with respect to its decision to propose that LDBE.

## 06 POST-AWARD COMPLIANCE

- A. Compliance Reviews
  - 1. The Authority may conduct post-award compliance reviews to ensure that the named LDBEs on the original or, as a result of contract modification, amended Contract Participation Form (Exhibit D), submitted to and accepted by the Authority, perform the work as assigned, and at least at the agreed price that was identified on Exhibit D. Specifically, compliance reviews verify: (1) the participation of those LDBE subcontractors identified on Exhibit D; (2) the scope of work for each LDBE listed on Exhibit D; and, (3) at least at the agreed price identified for each LDBE listed on Exhibit D. The Authority may use the Invoice Attachment Form (Exhibit J), and

any other appropriate information, to verify the participation of each LDBE subcontractor identified on Exhibit D, as submitted by the Contractor. Delineated on these forms will be the activities of all first tier subcontractors (and second or third tier subcontractors, if required), including contract amount and reported payment, for the purpose of monitoring the progress of all phases of the contract. Voluntary MBE/WBE participation will also be reported on Exhibit J.

2. The Authority is committed to equitable treatment, and meaningful utilization of, and timely payment and return of retainage to, LDBE subcontractors. All offerors are advised that the contract resulting from this solicitation will include the subcontractor payments provision referenced in Section VII(04)(C). This provision must be incorporated into all subcontracts exceeding \$5,000.

B. By accepting the contract, the Contractor agrees to the following requirements:

1. The Contractor shall prompt, with reasonable measures, all LDBE firms participating in this contract to renew their LDBE certifications and notify the Authority immediately of any change in status that would affect their eligibility for LDBE certification.
2. The Contractor shall submit a revised Contract Participation Form (Exhibit D) and Revised Letter(s) of Intent (Exhibit E1), or other documentation acceptable to the Authority, which reflects changes in the LDBE participation associated with the modifications to the contract. **A revised Exhibit D, if required, shall be provided to the Contracting Officer concurrent with submission of the proposal for the changed work. Revised Exhibit(s) E1, if required, shall be provided to the Contracting Officer concurrent with submission of the signed modification.**
3. The Contractor shall submit a completed Invoice Attachment Form (Exhibit J) with each invoice. The Contractor is responsible for the accuracy of all information reported.
4. The Contractor shall allow the Authority access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information and accounting records, for the purpose of ascertaining whether the LDBEs are performing the scheduled subcontract work and the Contractor is otherwise in compliance with the contract's LDBE participation requirements.
5. The Contractor shall maintain LDBE subcontractor records of all LDBE subcontracting activities. These records shall include current LDBE subcontractor logs, the Authority's Invoice Attachment Form (Exhibit J) and evidence of payments to LDBE subcontractors, including but not limited to, copies of canceled checks and paid invoices. These records must evidence compliance with the terms of the contract. Copies of these records will be available to the Contracting Officer or the Equal Opportunity Specialist to review. The Contractor shall document any changes in LDBE subcontractor(s) resulting from new LDBE subcontracts, completion of existing LDBE contracts or approved substitution of an LDBE subcontractor.
6. The Contractor shall maintain a detailed record of every non-compliance issue and corrective action taken. Examples of non-compliance issues are found in Section IX(06)(C).

C. The Contractor shall be found to be in non-compliance if the Contractor fails to fulfill the LDBE participation commitment contained in the Contract Participation Form (Exhibit D) and Letter(s) of Intent (Exhibit E), or in revisions to these documents. The following are examples of non-compliance:

1. The terms of a subcontract with an LDBE do not agree with the Contract Participation Form (Exhibit D) and/or Letter of Intent (Exhibit E).

2. A firm other than the LDBE listed on the Contract Participation Form (Exhibit D) is performing the subcontract work listed on Exhibit D, unless the substitution was authorized by the Authority. The Invoice Attachment Form (Exhibit J) may be used by the Authority to monitor the activities of LDBEs and to identify incidents of non-compliance.
  3. The Contractor is purchasing the supplies or materials when the Contractor has represented to the Authority that the LDBE will supply both the labor and supplies or materials for the subcontract.
  4. The Contractor requires the LDBE to perform additional work that was not agreed to in the Letter of Intent (Exhibit E) and the formal contract between the Contractor and the LDBE, without additional compensation, and without filing a Revised Letter of Intent (Exhibit E1) with the Authority.
  5. The Contractor is paying the LDBE subcontractor less than the agreed price of the subcontract as defined in the Letter of Intent (Exhibit E), or in the Revised Letter of Intent (Exhibit E1) without cause.
  6. The Contractor is not paying the LDBE subcontractor in accordance with the payment provisions of their subcontract.
  7. The Contractor fails to submit Invoice Attachment Form (Exhibit J) with his/her invoice submittal, and other documents requested for the purpose of conducting a post-award compliance review.
  8. The Contractor's expenditures to an LDBE subcontractor do not meet the LDBE dollar commitment made in the Contract Participation Form (Exhibit D).
  9. The Contractor fails to accurately report payments to the LDBE subcontractor on the Invoice Attachment Form (Exhibit J).
  10. The LDBE subcontractor is not performing a commercially useful function as defined in Section IX(07)(F).
- D. If the Contractor is found to be in non-compliance, the Authority may impose appropriate sanctions, (including, but not limited to, withholding of payments or termination of the contract in accordance with the DEFAULT provision) if corrective action acceptable to the Authority is not taken within forty-eight (48) hours (or such other time period deemed appropriate by the Contracting Officer) after notification by the Contracting Officer.
- E. If an LDBE listed on the Contract Participation Form (Exhibit D) is determined not to be performing a commercially useful function and it is determined by the Authority that a misrepresentation was made by the LDBE, the firm's LDBE certification with the Authority may be revoked. In such cases, the Contractor will be required to replace the LDBE found to be ineligible with another eligible, certifiable LDBE approved by the Authority, that will perform a commercially useful function.
- F. **POST-AWARD SUBSTITUTION:** The Authority may permit the Contractor to make post-award LDBE substitutions consistent with the principles established in Section IX(05).

**07 DEFINITIONS**

- A. An LDBE is defined as a small business concern that is organized for profit and that is located within a 100-mile radius of the District of Columbia's zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary are also eligible to participate in the Authority's LDBE program. "Located" means that as of the date of its LDBE application, a business entity has an established office or place of business within a city, county, or town within the 100-mile radius referenced above. Evidence of whether a business is "located" within the region include: an office address within the 100-mile radius that is not a post office box and that is not an office principally devoted to the performance of work on a single project, and; the firm's owner, management, or the firm's employees are present and conduct the firm's business on a regular and frequent basis at that address. In addition, the firm must have one or more of the following: a business license or registration to do business locally, if applicable to the business; receipts showing payment of local taxes by the business; current performance of work in the local area; or other evidence that demonstrates that the business entity has an established local presence, and that its local presence is not just in connection with performance of a contract or project that it has received, or that it anticipates receiving, from the Authority or any other entity. A residential address will not be considered an office address unless the firm demonstrates to the Authority that the residence is used on a full-time basis during business hours for conducting the firm's business.

Further, a local office that principally serves to market the firm locally is not considered to have an established local presence, unless the office is used full-time by principals and employees of the firm, the firm pays local taxes and the office is used for the current performance of work in the local area. A firm that is doing business from a local telework center, or similar facility in which businesses share facilities, such as receptionists or copiers, on a short or long term basis, will not be considered to have a sufficient local presence unless the firm's principals and employees use it on a full-time basis.

A "small business" is defined, for LDBE purposes, as a firm that is not dominant in its field, and that meets the Authority's small business size standards for the goods it will be supplying or services it will be performing in a specific solicitation. The receipts of the business or the number of employees, whichever is applicable to the size standard in question, including all affiliates, will be counted in determining size of the firm. The Authority uses the Small Business Administration regulations, 13 CFR Part 121, as guidance in determining whether firms are affiliates of each other. A firm is not considered dominant in its field of operation when it does not exercise a controlling or major influence in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration will be given to all appropriate factors including volume of business, number of employees, financial resources, and competitive status or position.

- B. "Affiliates". Business concerns are affiliates of each other when either directly or indirectly, (1) one business concern controls or has the power to control the other, or (2) a third party or parties controls or has the power to control both. In determining whether business concerns are affiliated, consideration shall be given to all appropriate factors, including common ownership, common management, and contractual relationships. The provisions of 13 CFR Part 121 will be used to guide the Authority in determining whether firms are affiliated.
- C. For purposes of Section IX of this solicitation, the term "subcontractor" shall mean an individual or firm with which the offeror proposes to enter into a contract for the supply of goods and/or performance of services for the offeror. The term "subcontractor" shall refer only to first tier subcontractors unless the contract also permits second tier subcontracting.



- D. The term "joint venture" shall mean an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and/or knowledge.

A joint venture competing as a prime offeror under a full and open competitive opportunity is eligible to be considered an LDBE joint venture if it meets the following requirements: the LDBE member of the joint venture meets the definition of an eligible LDBE; the LDBE member will perform a commercially useful function and will share in the ownership, control, management, responsibility, risks, and profits of the joint venture.

- E. "Minority Business Enterprises and Women Business Enterprises" (MBE/WBE). The Authority is committed to achieving significant participation of minority and woman-owned businesses in its contracting opportunities. To be considered a minority or woman-owned business enterprise, the business concern must be at least 51 percent owned and controlled by one or more minority (African American, Hispanic American, Native American, Asian-Indian American, Asian Pacific American) or female individuals. The firm's management and daily business operations must be controlled by one or more of the qualifying individuals who own it.

- F. "Commercially Useful Function:"

An LDBE is considered to perform a commercially useful function when it:

1. Engages in meaningful work that provides for a performance of a distinct element of the contract where that distinct element of work is worthy of the dollar amount to be awarded to the LDBE; and,
2. Carries out its responsibilities by actually performing, managing, and supervising the work involved.

# Metropolitan Washington Airports Authority

## ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zip Code	State	County	Zip Code	State	County	Zip Code	State	County
20001	DC	DISTRICT OF COLUMBIA	20613	MD	PRINCE GEORGE'S	20774	MD	PRINCE GEORGE'S	21071	MD	BALTIMORE
20002	DC	DISTRICT OF COLUMBIA	20615	MD	CALVERT	20776	MD	ANNE ARUNDEL	21074	MD	CARROLL
20003	DC	DISTRICT OF COLUMBIA	20616	MD	CHARLES	20777	MD	HOWARD	21075	MD	HOWARD
20004	DC	DISTRICT OF COLUMBIA	20617	MD	CHARLES	20778	MD	ANNE ARUNDEL	21076	MD	ANNE ARUNDEL
20005	DC	DISTRICT OF COLUMBIA	20618	MD	ST. MARY'S	20779	MD	ANNE ARUNDEL	21077	MD	ANNE ARUNDEL
20006	DC	DISTRICT OF COLUMBIA	20619	MD	ST. MARY'S	20781	MD	PRINCE GEORGE'S	21078	MD	HARFORD
20007	DC	DISTRICT OF COLUMBIA	20620	MD	ST. MARY'S	20782	MD	PRINCE GEORGE'S	21082	MD	BALTIMORE
20008	DC	DISTRICT OF COLUMBIA	20621	MD	ST. MARY'S	20783	MD	PRINCE GEORGE'S	21084	MD	HARFORD
20009	DC	DISTRICT OF COLUMBIA	20622	MD	ST. MARY'S	20784	MD	PRINCE GEORGE'S	21085	MD	HARFORD
20010	DC	DISTRICT OF COLUMBIA	20623	MD	PRINCE GEORGE'S	20785	MD	PRINCE GEORGE'S	21087	MD	BALTIMORE
20011	DC	DISTRICT OF COLUMBIA	20624	MD	ST. MARY'S	20794	MD	HOWARD	21090	MD	ANNE ARUNDEL
20012	DC	DISTRICT OF COLUMBIA	20626	MD	ST. MARY'S	20812	MD	MONTGOMERY	21093	MD	BALTIMORE
20015	DC	DISTRICT OF COLUMBIA	20628	MD	ST. MARY'S	20814	MD	MONTGOMERY	21102	MD	CARROLL
20016	DC	DISTRICT OF COLUMBIA	20630	MD	ST. MARY'S	20815	MD	MONTGOMERY	21104	MD	CARROLL
20017	DC	DISTRICT OF COLUMBIA	20632	MD	CHARLES	20816	MD	MONTGOMERY	21108	MD	ANNE ARUNDEL
20018	DC	DISTRICT OF COLUMBIA	20634	MD	ST. MARY'S	20817	MD	MONTGOMERY	21111	MD	BALTIMORE
20019	DC	DISTRICT OF COLUMBIA	20636	MD	ST. MARY'S	20818	MD	MONTGOMERY	21113	MD	ANNE ARUNDEL
20020	DC	DISTRICT OF COLUMBIA	20637	MD	CHARLES	20832	MD	MONTGOMERY	21114	MD	ANNE ARUNDEL
20024	DC	DISTRICT OF COLUMBIA	20639	MD	CALVERT	20833	MD	MONTGOMERY	21117	MD	BALTIMORE
20032	DC	DISTRICT OF COLUMBIA	20640	MD	CHARLES	20837	MD	MONTGOMERY	21120	MD	BALTIMORE
20036	DC	DISTRICT OF COLUMBIA	20645	MD	CHARLES	20838	MD	MONTGOMERY	21122	MD	ANNE ARUNDEL
20037	DC	DISTRICT OF COLUMBIA	20646	MD	CHARLES	20839	MD	MONTGOMERY	21128	MD	BALTIMORE
20045	DC	DISTRICT OF COLUMBIA	20650	MD	ST. MARY'S	20841	MD	MONTGOMERY	21131	MD	BALTIMORE
20099	DC	DISTRICT OF COLUMBIA	20653	MD	ST. MARY'S	20842	MD	MONTGOMERY	21132	MD	HARFORD
20260	DC	DISTRICT OF COLUMBIA	20656	MD	ST. MARY'S	20850	MD	MONTGOMERY	21133	MD	BALTIMORE
20336	DC	DISTRICT OF COLUMBIA	20657	MD	CALVERT	20851	MD	MONTGOMERY	21136	MD	BALTIMORE
20374	DC	DISTRICT OF COLUMBIA	20658	MD	CHARLES	20852	MD	MONTGOMERY	21140	MD	ANNE ARUNDEL
20376	DC	DISTRICT OF COLUMBIA	20659	MD	ST. MARY'S	20853	MD	MONTGOMERY	21144	MD	ANNE ARUNDEL
20388	DC	DISTRICT OF COLUMBIA	20662	MD	CHARLES	20854	MD	MONTGOMERY	21146	MD	ANNE ARUNDEL
20391	DC	DISTRICT OF COLUMBIA	20664	MD	CHARLES	20855	MD	MONTGOMERY	21152	MD	BALTIMORE
20398	DC	DISTRICT OF COLUMBIA	20667	MD	ST. MARY'S	20860	MD	ST. MARY'S	21154	MD	HARFORD
20500	DC	DISTRICT OF COLUMBIA	20670	MD	ST. MARY'S	20861	MD	MONTGOMERY	21155	MD	BALTIMORE
19701	DE	NEW CASTLE	20674	MD	ST. MARY'S	20862	MD	MONTGOMERY	21156	MD	BALTIMORE
19702	DE	NEW CASTLE	20675	MD	CHARLES	20866	MD	MONTGOMERY	21157	MD	CARROLL
19707	DE	NEW CASTLE	20676	MD	CALVERT	20868	MD	MONTGOMERY	21158	MD	CARROLL
19709	DE	NEW CASTLE	20677	MD	CHARLES	20871	MD	MONTGOMERY	21160	MD	HARFORD
19711	DE	NEW CASTLE	20678	MD	CALVERT	20872	MD	MONTGOMERY	21161	MD	HARFORD
19713	DE	NEW CASTLE	20680	MD	ST. MARY'S	20874	MD	MONTGOMERY	21162	MD	BALTIMORE
19716	DE	NEW CASTLE	20684	MD	ST. MARY'S	20876	MD	MONTGOMERY	21163	MD	HOWARD
19717	DE	NEW CASTLE	20685	MD	CALVERT	20877	MD	MONTGOMERY	21201	MD	BALTIMORE (CITY)
19720	DE	NEW CASTLE	20687	MD	ST. MARY'S	20878	MD	MONTGOMERY	21202	MD	BALTIMORE (CITY)
19734	DE	NEW CASTLE	20688	MD	CALVERT	20879	MD	MONTGOMERY	21204	MD	BALTIMORE
19735	DE	NEW CASTLE	20689	MD	CALVERT	20882	MD	MONTGOMERY	21205	MD	BALTIMORE (CITY)
19736	DE	NEW CASTLE	20690	MD	ST. MARY'S	20886	MD	MONTGOMERY	21206	MD	BALTIMORE (CITY)
19801	DE	NEW CASTLE	20692	MD	ST. MARY'S	20895	MD	MONTGOMERY	21207	MD	BALTIMORE
19802	DE	NEW CASTLE	20693	MD	CHARLES	20901	MD	MONTGOMERY	21208	MD	BALTIMORE
19804	DE	NEW CASTLE	20695	MD	CHARLES	20902	MD	MONTGOMERY	21209	MD	BALTIMORE (CITY)
19805	DE	NEW CASTLE	20701	MD	HOWARD	20903	MD	MONTGOMERY	21210	MD	BALTIMORE (CITY)
19806	DE	NEW CASTLE	20705	MD	PRINCE GEORGE'S	20904	MD	MONTGOMERY	21211	MD	BALTIMORE (CITY)
19807	DE	NEW CASTLE	20706	MD	PRINCE GEORGE'S	20905	MD	MONTGOMERY	21212	MD	BALTIMORE (CITY)
19808	DE	NEW CASTLE	20707	MD	PRINCE GEORGE'S	20906	MD	MONTGOMERY	21213	MD	BALTIMORE (CITY)
19901	DE	KENT	20708	MD	PRINCE GEORGE'S	20910	MD	MONTGOMERY	21214	MD	BALTIMORE (CITY)
19902	DE	KENT	20710	MD	PRINCE GEORGE'S	20912	MD	MONTGOMERY	21215	MD	BALTIMORE (CITY)
19904	DE	KENT	20711	MD	ANNE ARUNDEL	21001	MD	HARFORD	21216	MD	BALTIMORE (CITY)
19906	DE	KENT	20712	MD	PRINCE GEORGE'S	21005	MD	HARFORD	21217	MD	BALTIMORE (CITY)
19931	DE	SUSSEX	20714	MD	CALVERT	21009	MD	HARFORD	21218	MD	BALTIMORE (CITY)
19933	DE	SUSSEX	20715	MD	PRINCE GEORGE'S	21010	MD	HARFORD	21219	MD	BALTIMORE
19934	DE	KENT	20716	MD	PRINCE GEORGE'S	21012	MD	ANNE ARUNDEL	21220	MD	BALTIMORE
19938	DE	KENT	20720	MD	PRINCE GEORGE'S	21013	MD	BALTIMORE	21221	MD	BALTIMORE
19939	DE	SUSSEX	20721	MD	PRINCE GEORGE'S	21014	MD	HARFORD	21222	MD	BALTIMORE
19940	DE	SUSSEX	20722	MD	PRINCE GEORGE'S	21015	MD	HARFORD	21223	MD	BALTIMORE (CITY)
19941	DE	SUSSEX	20723	MD	HOWARD	21017	MD	HARFORD	21224	MD	BALTIMORE (CITY)
19943	DE	KENT	20724	MD	ANNE ARUNDEL	21028	MD	HARFORD	21225	MD	BALTIMORE (CITY)
19946	DE	KENT	20732	MD	CALVERT	21029	MD	HOWARD	21226	MD	ANNE ARUNDEL
19947	DE	SUSSEX	20733	MD	ANNE ARUNDEL	21030	MD	BALTIMORE	21227	MD	BALTIMORE
19950	DE	SUSSEX	20735	MD	PRINCE GEORGE'S	21031	MD	BALTIMORE	21228	MD	BALTIMORE
19952	DE	KENT	20736	MD	CALVERT	21032	MD	ANNE ARUNDEL	21229	MD	BALTIMORE (CITY)
19953	DE	KENT	20737	MD	PRINCE GEORGE'S	21034	MD	HARFORD	21230	MD	BALTIMORE (CITY)
19954	DE	KENT	20740	MD	PRINCE GEORGE'S	21035	MD	ANNE ARUNDEL	21231	MD	BALTIMORE (CITY)
19956	DE	SUSSEX	20743	MD	PRINCE GEORGE'S	21036	MD	HOWARD	21233	MD	BALTIMORE (CITY)
19960	DE	SUSSEX	20744	MD	PRINCE GEORGE'S	21037	MD	ANNE ARUNDEL	21234	MD	BALTIMORE
19962	DE	KENT	20745	MD	PRINCE GEORGE'S	21040	MD	HARFORD	21236	MD	BALTIMORE
19963	DE	SUSSEX	20746	MD	PRINCE GEORGE'S	21042	MD	HOWARD	21237	MD	BALTIMORE
19964	DE	KENT	20747	MD	PRINCE GEORGE'S	21043	MD	HOWARD	21239	MD	BALTIMORE (CITY)
19968	DE	SUSSEX	20748	MD	PRINCE GEORGE'S	21044	MD	HOWARD	21240	MD	ANNE ARUNDEL
19973	DE	SUSSEX	20751	MD	ANNE ARUNDEL	21045	MD	HOWARD	21244	MD	BALTIMORE
19977	DE	KENT	20754	MD	CALVERT	21046	MD	HOWARD	21286	MD	BALTIMORE
19979	DE	KENT	20755	MD	ANNE ARUNDEL	21047	MD	HARFORD	21401	MD	ANNE ARUNDEL
20601	MD	CHARLES	20758	MD	ANNE ARUNDEL	21048	MD	CARROLL	21402	MD	ANNE ARUNDEL
20602	MD	CHARLES	20759	MD	HOWARD	21050	MD	HARFORD	21403	MD	ANNE ARUNDEL
20603	MD	CHARLES	20762	MD	PRINCE GEORGE'S	21051	MD	BALTIMORE	21405	MD	ANNE ARUNDEL
20606	MD	ST. MARY'S	20763	MD	HOWARD	21053	MD	BALTIMORE	21530	MD	ALLEGANY
20607	MD	PRINCE GEORGE'S	20764	MD	ANNE ARUNDEL	21054	MD	ANNE ARUNDEL	21555	MD	ALLEGANY
20608	MD	PRINCE GEORGE'S	20769	MD	PRINCE GEORGE'S	21057	MD	BALTIMORE	21601	MD	TALBOT
20609	MD	ST. MARY'S	20770	MD	PRINCE GEORGE'S	21060	MD	ANNE ARUNDEL	21607	MD	QUEEN ANNE'S
20611	MD	CHARLES	20772	MD	PRINCE GEORGE'S	21061	MD	ANNE ARUNDEL	21610	MD	KENT

# Metropolitan Washington Airports Authority

## ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zip Code	State	County	Zip Code	State	County	Zip Code	State	County
21612	MD	TALBOT	21784	MD	CARROLL	17220	PA	FRANKLIN	17535	PA	LANCASTER
21613	MD	DORCHESTER	21787	MD	CARROLL	17221	PA	FRANKLIN	17536	PA	LANCASTER
21617	MD	QUEEN ANNE'S	21788	MD	FREDERICK	17222	PA	FRANKLIN	17538	PA	LANCASTER
21619	MD	QUEEN ANNE'S	21790	MD	FREDERICK	17223	PA	FULTON	17540	PA	LANCASTER
21620	MD	KENT	21791	MD	CARROLL	17224	PA	FRANKLIN	17543	PA	LANCASTER
21622	MD	DORCHESTER	21793	MD	FREDERICK	17225	PA	FRANKLIN	17545	PA	LANCASTER
21623	MD	QUEEN ANNE'S	21794	MD	HOWARD	17228	PA	FULTON	17547	PA	LANCASTER
21625	MD	TALBOT	21795	MD	WASHINGTON	17229	PA	FULTON	17551	PA	LANCASTER
21626	MD	DORCHESTER	21797	MD	HOWARD	17232	PA	FRANKLIN	17552	PA	LANCASTER
21627	MD	DORCHESTER	21798	MD	FREDERICK	17233	PA	FULTON	17554	PA	LANCASTER
21629	MD	CAROLINE	21801	MD	WICOMICO	17236	PA	FRANKLIN	17557	PA	LANCASTER
21631	MD	DORCHESTER	21804	MD	WICOMICO	17237	PA	FRANKLIN	17560	PA	LANCASTER
21632	MD	CAROLINE	21814	MD	WICOMICO	17238	PA	FULTON	17562	PA	LANCASTER
21634	MD	DORCHESTER	21817	MD	SOMERSET	17239	PA	HUNTINGDON	17563	PA	LANCASTER
21635	MD	KENT	21821	MD	SOMERSET	17240	PA	CUMBERLAND	17565	PA	LANCASTER
21636	MD	CAROLINE	21822	MD	WORCESTER	17241	PA	CUMBERLAND	17566	PA	LANCASTER
21638	MD	QUEEN ANNE'S	21824	MD	SOMERSET	17243	PA	HUNTINGDON	17572	PA	LANCASTER
21639	MD	CAROLINE	21826	MD	WICOMICO	17244	PA	FRANKLIN	17576	PA	LANCASTER
21640	MD	CAROLINE	21830	MD	WICOMICO	17246	PA	FRANKLIN	17579	PA	LANCASTER
21643	MD	DORCHESTER	21835	MD	DORCHESTER	17252	PA	FRANKLIN	17582	PA	LANCASTER
21644	MD	QUEEN ANNE'S	21837	MD	WICOMICO	17255	PA	HUNTINGDON	17584	PA	LANCASTER
21645	MD	KENT	21838	MD	SOMERSET	17257	PA	CUMBERLAND	17601	PA	LANCASTER
21648	MD	DORCHESTER	21840	MD	WICOMICO	17262	PA	FRANKLIN	17602	PA	LANCASTER
21649	MD	CAROLINE	21849	MD	WICOMICO	17265	PA	FRANKLIN	17603	PA	LANCASTER
21650	MD	KENT	21850	MD	WICOMICO	17266	PA	CUMBERLAND	19310	PA	CHESTER
21651	MD	KENT	21851	MD	WORCESTER	17267	PA	FULTON	19311	PA	CHESTER
21654	MD	TALBOT	21853	MD	SOMERSET	17268	PA	FRANKLIN	19317	PA	DELAWARE
21655	MD	CAROLINE	21856	MD	WICOMICO	17271	PA	FRANKLIN	19320	PA	CHESTER
21657	MD	QUEEN ANNE'S	21865	MD	WICOMICO	17301	PA	ADAMS	19330	PA	CHESTER
21658	MD	QUEEN ANNE'S	21869	MD	DORCHESTER	17302	PA	YORK	19348	PA	CHESTER
21659	MD	DORCHESTER	21871	MD	SOMERSET	17304	PA	ADAMS	19350	PA	CHESTER
21660	MD	CAROLINE	21872	MD	WORCESTER	17307	PA	ADAMS	19352	PA	CHESTER
21661	MD	KENT	21874	MD	WICOMICO	17309	PA	YORK	19362	PA	CHESTER
21662	MD	TALBOT	21875	MD	WICOMICO	17313	PA	YORK	19363	PA	CHESTER
21663	MD	TALBOT	21901	MD	CECIL	17314	PA	YORK	19365	PA	CHESTER
21665	MD	TALBOT	21903	MD	CECIL	17315	PA	YORK	19374	PA	CHESTER
21666	MD	QUEEN ANNE'S	21904	MD	CECIL	17316	PA	ADAMS	19390	PA	CHESTER
21667	MD	KENT	21911	MD	CECIL	17319	PA	YORK	20105	VA	LOUDOUN
21668	MD	QUEEN ANNE'S	21912	MD	CECIL	17320	PA	ADAMS	20106	VA	CULPEPER
21671	MD	TALBOT	21915	MD	CECIL	17321	PA	YORK	20107	VA	LOUDOUN
21672	MD	DORCHESTER	21917	MD	CECIL	17322	PA	YORK	20109	VA	PRINCE WILLIAM
21673	MD	TALBOT	21918	MD	CECIL	17324	PA	CUMBERLAND	20110	VA	MANASSAS (CITY)
21675	MD	DORCHESTER	21919	MD	CECIL	17325	PA	ADAMS	20111	VA	PRINCE WILLIAM
21676	MD	TALBOT	21921	MD	CECIL	17327	PA	YORK	20112	VA	PRINCE WILLIAM
21677	MD	DORCHESTER	08070	NJ	SALEM	17329	PA	YORK	20115	VA	FAUQUIER
21678	MD	KENT	08079	NJ	SALEM	17331	PA	YORK	20117	VA	LOUDOUN
21679	MD	TALBOT	08323	NJ	CUMBERLAND	17339	PA	YORK	20119	VA	FAUQUIER
21701	MD	FREDERICK	15533	PA	BEDFORD	17340	PA	ADAMS	20120	VA	FAIRFAX
21702	MD	FREDERICK	15535	PA	BEDFORD	17344	PA	ADAMS	20121	VA	FAIRFAX
21703	MD	FREDERICK	15536	PA	FULTON	17345	PA	YORK	20124	VA	FAIRFAX
21704	MD	FREDERICK	16689	PA	FULTON	17347	PA	YORK	20129	VA	LOUDOUN
21710	MD	FREDERICK	17007	PA	CUMBERLAND	17349	PA	YORK	20130	VA	CLARKE
21711	MD	WASHINGTON	17011	PA	CUMBERLAND	17350	PA	ADAMS	20132	VA	LOUDOUN
21713	MD	WASHINGTON	17013	PA	CUMBERLAND	17352	PA	YORK	20135	VA	CLARKE
21716	MD	FREDERICK	17019	PA	YORK	17353	PA	ADAMS	20136	VA	PRINCE WILLIAM
21718	MD	FREDERICK	17022	PA	LANCASTER	17354	PA	YORK	20137	VA	FAUQUIER
21719	MD	WASHINGTON	17025	PA	CUMBERLAND	17356	PA	YORK	20141	VA	LOUDOUN
21722	MD	WASHINGTON	17033	PA	DAUPHIN	17360	PA	YORK	20143	VA	PRINCE WILLIAM
21723	MD	HOWARD	17034	PA	DAUPHIN	17361	PA	YORK	20144	VA	FAUQUIER
21727	MD	FREDERICK	17036	PA	DAUPHIN	17362	PA	YORK	20147	VA	LOUDOUN
21733	MD	WASHINGTON	17043	PA	CUMBERLAND	17363	PA	YORK	20148	VA	LOUDOUN
21737	MD	HOWARD	17050	PA	CUMBERLAND	17364	PA	YORK	20151	VA	FAIRFAX
21738	MD	HOWARD	17053	PA	PERRY	17365	PA	YORK	20152	VA	LOUDOUN
21740	MD	WASHINGTON	17055	PA	CUMBERLAND	17366	PA	YORK	20155	VA	PRINCE WILLIAM
21742	MD	WASHINGTON	17057	PA	DAUPHIN	17368	PA	YORK	20158	VA	LOUDOUN
21750	MD	WASHINGTON	17065	PA	CUMBERLAND	17370	PA	YORK	20164	VA	LOUDOUN
21754	MD	FREDERICK	17070	PA	CUMBERLAND	17372	PA	ADAMS	20165	VA	LOUDOUN
21755	MD	FREDERICK	17078	PA	LEBANON	17375	PA	ADAMS	20166	VA	LOUDOUN
21756	MD	WASHINGTON	17090	PA	PERRY	17401	PA	YORK	20169	VA	PRINCE WILLIAM
21757	MD	CARROLL	17101	PA	DAUPHIN	17402	PA	YORK	20170	VA	FAIRFAX
21758	MD	FREDERICK	17102	PA	DAUPHIN	17403	PA	YORK	20171	VA	FAIRFAX
21764	MD	CARROLL	17103	PA	DAUPHIN	17404	PA	YORK	20175	VA	LOUDOUN
21766	MD	ALLEGANY	17104	PA	DAUPHIN	17406	PA	YORK	20176	VA	LOUDOUN
21767	MD	WASHINGTON	17109	PA	DAUPHIN	17407	PA	YORK	20178	VA	LOUDOUN
21769	MD	FREDERICK	17110	PA	DAUPHIN	17501	PA	LANCASTER	20181	VA	PRINCE WILLIAM
21770	MD	FREDERICK	17111	PA	DAUPHIN	17502	PA	LANCASTER	20184	VA	FAUQUIER
21771	MD	FREDERICK	17112	PA	DAUPHIN	17505	PA	LANCASTER	20186	VA	FAUQUIER
21773	MD	FREDERICK	17113	PA	DAUPHIN	17509	PA	LANCASTER	20187	VA	FAUQUIER
21774	MD	FREDERICK	17129	PA	DAUPHIN	17512	PA	LANCASTER	20190	VA	FAIRFAX
21776	MD	CARROLL	17201	PA	FRANKLIN	17516	PA	LANCASTER	20191	VA	FAIRFAX
21777	MD	FREDERICK	17211	PA	BEDFORD	17518	PA	LANCASTER	20194	VA	FAIRFAX
21778	MD	FREDERICK	17212	PA	FULTON	17520	PA	LANCASTER	20197	VA	LOUDOUN
21779	MD	WASHINGTON	17214	PA	FRANKLIN	17522	PA	LANCASTER	20198	VA	FAUQUIER
21780	MD	FREDERICK	17215	PA	FULTON	17527	PA	LANCASTER	22002	VA	RAPPAHANNOCK
21782	MD	WASHINGTON	17217	PA	FRANKLIN	17529	PA	LANCASTER	22003	VA	FAIRFAX
21783	MD	WASHINGTON	17219	PA	FRANKLIN	17532	PA	LANCASTER	22015	VA	FAIRFAX

# Metropolitan Washington Airports Authority

## ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zip Code	State	County	Zip Code	State	County	Zip Code	State	County
22026	VA	PRINCE WILLIAM	22504	VA	ESSEX	22827	VA	ROCKINGHAM	23229	VA	HENRICO
22027	VA	FAIRFAX	22508	VA	ORANGE	22835	VA	PAGE	23230	VA	HENRICO
22030	VA	FAIRFAX (CITY)	22509	VA	ESSEX	22840	VA	ROCKINGHAM	23232	VA	RICHMOND (CITY)
22031	VA	FAIRFAX	22511	VA	NORTHUMBERLAND	22842	VA	SHENANDOAH	23233	VA	HENRICO
22032	VA	FAIRFAX	22514	VA	CAROLINE	22844	VA	SHENANDOAH	23238	VA	GOOCHLAND
22033	VA	FAIRFAX	22520	VA	WESTMORELAND	22845	VA	SHENANDOAH	23249	VA	RICHMOND (CITY)
22034	VA	FAIRFAX	22534	VA	SPOTSYLVANIA	22847	VA	SHENANDOAH	23250	VA	HENRICO
22035	VA	FAIRFAX	22535	VA	CAROLINE	22849	VA	PAGE	23294	VA	HENRICO
22036	VA	FAIRFAX	22538	VA	CAROLINE	22851	VA	PAGE	23298	VA	RICHMOND (CITY)
22039	VA	FAIRFAX	22539	VA	NORTHUMBERLAND	22853	VA	ROCKINGHAM	25401	WV	BERKELEY
22041	VA	FAIRFAX	22542	VA	ORANGE	22901	VA	ALBEMARLE	25411	WV	MORGAN
22042	VA	FAIRFAX	22546	VA	CAROLINE	22904	VA	CHARLOTTESVILLE (CITY)	25413	WV	BERKELEY
22043	VA	FAIRFAX	22553	VA	SPOTSYLVANIA	22911	VA	ALBEMARLE	25414	WV	JEFFERSON
22044	VA	FAIRFAX	22554	VA	STAFFORD	22923	VA	ORANGE	25419	WV	BERKELEY
22046	VA	FALLS CHURCH (CITY)	22556	VA	STAFFORD	22935	VA	GREENE	25420	WV	BERKELEY
22060	VA	FAIRFAX	22560	VA	ESSEX	22936	VA	ALBEMARLE	25422	WV	MORGAN
22066	VA	FAIRFAX	22567	VA	ORANGE	22940	VA	ALBEMARLE	25425	WV	JEFFERSON
22067	VA	FAIRFAX	22572	VA	RICHMOND	22942	VA	ORANGE	25427	WV	BERKELEY
22079	VA	FAIRFAX	22576	VA	LANCASTER	22947	VA	ALBEMARLE	25428	WV	BERKELEY
22081	VA	FAIRFAX	22578	VA	LANCASTER	22948	VA	MADISON	25430	WV	JEFFERSON
22101	VA	FAIRFAX	22580	VA	CAROLINE	22960	VA	ORANGE	25431	WV	HAMPSHIRE
22102	VA	FAIRFAX	22601	VA	WINCHESTER (CITY)	22963	VA	FLUVANNA	25434	WV	MORGAN
22124	VA	FAIRFAX	22602	VA	FREDERICK	22968	VA	GREENE	25437	WV	HAMPSHIRE
22134	VA	PRINCE WILLIAM	22603	VA	FREDERICK	22972	VA	ORANGE	25438	WV	JEFFERSON
22150	VA	FAIRFAX	22610	VA	WARREN	22973	VA	GREENE	25442	WV	JEFFERSON
22151	VA	FAIRFAX	22611	VA	CLARKE	22974	VA	FLUVANNA	25443	WV	JEFFERSON
22152	VA	FAIRFAX	22620	VA	CLARKE	23005	VA	HANOVER	25444	WV	HAMPSHIRE
22153	VA	FAIRFAX	22624	VA	FREDERICK	23009	VA	KING WILLIAM	25446	WV	JEFFERSON
22172	VA	PRINCE WILLIAM	22625	VA	FREDERICK	23014	VA	GOOCHLAND	26704	WV	HAMPSHIRE
22180	VA	FAIRFAX	22627	VA	RAPPAHANNOCK	23015	VA	HANOVER	26711	WV	HAMPSHIRE
22181	VA	FAIRFAX	22630	VA	WARREN	23023	VA	KING AND QUEEN	26714	WV	HAMPSHIRE
22182	VA	FAIRFAX	22637	VA	FREDERICK	23024	VA	LOUISA	26722	WV	HAMPSHIRE
22191	VA	PRINCE WILLIAM	22639	VA	FAUQUIER	23032	VA	MIDDLESEX	26755	WV	HAMPSHIRE
22192	VA	PRINCE WILLIAM	22640	VA	RAPPAHANNOCK	23038	VA	GOOCHLAND	26757	WV	HAMPSHIRE
22193	VA	PRINCE WILLIAM	22641	VA	SHENANDOAH	23039	VA	GOOCHLAND	26761	WV	HAMPSHIRE
22201	VA	ARLINGTON	22642	VA	WARREN	23047	VA	HANOVER	26763	WV	HAMPSHIRE
22202	VA	ARLINGTON	22643	VA	FAUQUIER	23059	VA	HENRICO	26801	WV	HARDY
22203	VA	ARLINGTON	22644	VA	SHENANDOAH	23060	VA	HENRICO	26808	WV	HAMPSHIRE
22204	VA	ARLINGTON	22645	VA	FREDERICK	23063	VA	GOOCHLAND	26810	WV	HARDY
22205	VA	ARLINGTON	22649	VA	WARREN	23065	VA	GOOCHLAND	26812	WV	HARDY
22206	VA	ARLINGTON	22650	VA	PAGE	23069	VA	HANOVER	26817	WV	HAMPSHIRE
22207	VA	ARLINGTON	22652	VA	SHENANDOAH	23070	VA	MIDDLESEX	26851	WV	HARDY
22209	VA	ARLINGTON	22654	VA	FREDERICK	23071	VA	MIDDLESEX	26865	WV	HAMPSHIRE
22211	VA	ARLINGTON	22655	VA	FREDERICK	23075	VA	HENRICO			
22213	VA	ARLINGTON	22656	VA	FREDERICK	23079	VA	MIDDLESEX			
22214	VA	ARLINGTON	22657	VA	SHENANDOAH	23084	VA	FLUVANNA			
22301	VA	ALEXANDRIA (CITY)	22660	VA	SHENANDOAH	23085	VA	KING AND QUEEN			
22302	VA	ALEXANDRIA (CITY)	22663	VA	CLARKE	23086	VA	KING WILLIAM			
22303	VA	FAIRFAX	22664	VA	SHENANDOAH	23091	VA	KING AND QUEEN			
22304	VA	ALEXANDRIA (CITY)	22701	VA	CULPEPER	23092	VA	MIDDLESEX			
22305	VA	ALEXANDRIA (CITY)	22709	VA	MADISON	23093	VA	LOUISA			
22306	VA	FAIRFAX	22711	VA	MADISON	23102	VA	GOOCHLAND			
22307	VA	FAIRFAX	22712	VA	FAUQUIER	23103	VA	GOOCHLAND			
22308	VA	FAIRFAX	22713	VA	CULPEPER	23106	VA	KING WILLIAM			
22309	VA	FAIRFAX	22714	VA	CULPEPER	23108	VA	KING AND QUEEN			
22310	VA	FAIRFAX	22715	VA	MADISON	23110	VA	KING AND QUEEN			
22311	VA	ALEXANDRIA (CITY)	22716	VA	RAPPAHANNOCK	23111	VA	HANOVER			
22312	VA	FAIRFAX	22718	VA	CULPEPER	23116	VA	HANOVER			
22314	VA	ALEXANDRIA (CITY)	22719	VA	MADISON	23117	VA	LOUISA			
22315	VA	FAIRFAX	22720	VA	FAUQUIER	23124	VA	NEW KENT			
22331	VA	ALEXANDRIA (CITY)	22722	VA	MADISON	23126	VA	KING AND QUEEN			
22332	VA	ALEXANDRIA (CITY)	22724	VA	CULPEPER	23129	VA	GOOCHLAND			
22401	VA	FREDERICKSBURG (CITY)	22725	VA	MADISON	23141	VA	NEW KENT			
22405	VA	STAFFORD	22726	VA	CULPEPER	23146	VA	HANOVER			
22406	VA	STAFFORD	22727	VA	MADISON	23148	VA	KING AND QUEEN			
22407	VA	SPOTSYLVANIA	22728	VA	FAUQUIER	23149	VA	MIDDLESEX			
22408	VA	SPOTSYLVANIA	22729	VA	CULPEPER	23150	VA	HENRICO			
22427	VA	CAROLINE	22730	VA	MADISON	23153	VA	GOOCHLAND			
22432	VA	NORTHUMBERLAND	22731	VA	MADISON	23156	VA	KING AND QUEEN			
22433	VA	ORANGE	22732	VA	MADISON	23160	VA	GOOCHLAND			
22435	VA	NORTHUMBERLAND	22733	VA	CULPEPER	23161	VA	KING AND QUEEN			
22436	VA	ESSEX	22734	VA	FAUQUIER	23169	VA	MIDDLESEX			
22437	VA	ESSEX	22735	VA	CULPEPER	23175	VA	MIDDLESEX			
22438	VA	ESSEX	22736	VA	CULPEPER	23176	VA	MIDDLESEX			
22443	VA	WESTMORELAND	22737	VA	CULPEPER	23177	VA	KING AND QUEEN			
22448	VA	KING GEORGE	22738	VA	MADISON	23180	VA	MIDDLESEX			
22454	VA	ESSEX	22740	VA	RAPPAHANNOCK	23181	VA	KING WILLIAM			
22460	VA	RICHMOND	22741	VA	CULPEPER	23192	VA	HANOVER			
22469	VA	WESTMORELAND	22742	VA	FAUQUIER	23219	VA	RICHMOND (CITY)			
22473	VA	NORTHUMBERLAND	22743	VA	MADISON	23220	VA	RICHMOND (CITY)			
22476	VA	ESSEX	22746	VA	CULPEPER	23221	VA	RICHMOND (CITY)			
22480	VA	LANCASTER	22747	VA	RAPPAHANNOCK	23222	VA	RICHMOND (CITY)			
22482	VA	LANCASTER	22749	VA	RAPPAHANNOCK	23223	VA	RICHMOND (CITY)			
22485	VA	KING GEORGE	22810	VA	SHENANDOAH	23226	VA	HENRICO			
22488	VA	WESTMORELAND	22815	VA	ROCKINGHAM	23227	VA	HENRICO			
22503	VA	LANCASTER	22824	VA	SHENANDOAH	23228	VA	HENRICO			

Exhibit C

Local Disadvantaged Business Enterprise (LDBE)  
Size Standards for Solicitation 1-18-C087

<u>NAICS Code</u>	<u>Type Of Work / Service</u>	<u>LDBE Size Standard</u>
524210	Insurance Agencies & Brokerage	\$7.5 Million
524291	Claims Adjusting	\$20.5 Million
524292	3 <sup>rd</sup> Party Administration, Insurance & Pension Funds	\$32.5 Million
524298	All Other Insurance Related Activities	\$15.0 Million
541219	Other Accounting/Auditing Services	\$20.5 Million
541611	Administrative & General Management Consulting	\$15.0 Million

For the purposes of this solicitation, only firms certified by the Metropolitan Washington Airports Authority's LDBE Program may be utilized for LDBE participation. The directory of currently certified LDBE firms is available on the Airports Authority's website at <http://www.mwaa.com/contracting>. (Click on "LDBE/DBE Directory Search".)

To be considered an LDBE, a business firm's average annual gross receipts (AGR) or average number of employees (ANE) for the last three (3) years cannot exceed the applicable LDBE size standard. AGR or ANE of all affiliates of the firm are included when determining the firm's eligibility for LDBE certification.

Firms will only be certified as an LDBE for services or goods that they are able to provide at the time of LDBE certification and for which they do not exceed the applicable LDBE size standard, as noted above. An LDBE firm adding services or goods during the term of its certification may request the Authority's Department of Supplier Diversity to amend the LDBE certification to include these new services or goods, provided the firm also meets the applicable LDBE size standards for these new services or goods.

Your firm must be certified for the work you plan to perform or for the goods you plan to manufacture or supply on this contract.

There may be other NAICS codes approved for this project. If this list does not include an LDBE NAICS code and size standard for work that you anticipate may be needed for this project, you must request it through the Contracting Officer.

The Authority will review your request. If the NAICS code is accepted for this solicitation, the change will be formally communicated in an amendment to the solicitation.

Contact the Authority's Department of Supplier Diversity at 703-417-8660 for questions on LDBE certification requirements.

## **EXHIBIT D**

### **CONTRACT PARTICIPATION FORM**

**The Contract Participation Form is available for download from the Metropolitan Washington Airports Authority's website in Microsoft Excel format at:**

**<http://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>**

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY  
LETTER OF INTENT**

\_\_\_\_\_ Contract Number \_\_\_\_\_  
 (Name of Prime Contractor) Location \_\_\_\_\_  
 \_\_\_\_\_ Contract Name \_\_\_\_\_  
 (Name of 1<sup>st</sup> Tier Subcontractor (If Applicable))

- A. The undersigned LDBE intends to perform the work associated with this contract as (Check one):  
 Individual  Partnership  Corporation  Joint Venture
- B. The undersigned LDBE will perform the work associated with this contract as a (Check all that apply):  
 Construction Contractor  Stocking Supplier  Manufacturer  Stocking Distributor  
 Broker, Agent, Packager  Hauler  Service Provider (for non-construction contracts)
- C. The undersigned LDBE will:  Perform the following services  Supply the following materials, equipment, supplies:

**IF AVAILABLE, PLEASE ATTACH A COPY OF THE PROPOSED SCOPE OF WORK AND SUBCONTRACT AGREEMENT FOR THIS SUBCONTRACTOR.**

Item Number	Detailed Description Of Scope of Work	Scope of Services (Check One)	Quantity	Unit Price
01	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
02	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
03	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
04	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____

**Please Attach Additional Sheets if Necessary**

- D. Work described above will be performed at the following total price: \$\_\_\_\_\_.
- E. Total Contract Amount: \$\_\_\_\_\_
- F. Term of Contract Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_
- G. \_\_\_\_\_% of the dollar value of the subcontract will be performed by (check if applicable):  
 Non-LDBE contractors  Non-LDBE suppliers.

The undersigned will enter into a subcontract consistent with the above upon execution of a contract between the Prime Contractor and the Authority: **(NOTE: SIGNATURES MUST BE DATED)**

\_\_\_\_\_ Agreed To \_\_\_\_\_  
 (Print or Type Name of LDBE Firm) (Print or Type Name of Prime Contractor)

By \_\_\_\_\_  
 (Print or Type Name and Title) (Print or Type Name and Title)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Print or Type LDBE's Certification Expiration Date)

**FOR MWAA USE ONLY**

MWAA DSD Specialist's Approval \$\_\_\_\_\_ \_\_\_\_\_  
 (Enter The Amount of Contract Approved for LDBE Participation) (Signature) (Date)

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY  
REVISION TO ORIGINAL LETTER OF INTENT**

\_\_\_\_\_ Contract Number \_\_\_\_\_  
 (Name of Prime Contractor) Location \_\_\_\_\_  
 \_\_\_\_\_ Contract Name \_\_\_\_\_  
 (Name of 1<sup>st</sup> Tier Subcontractor (If Applicable))

Revision # \_\_\_\_\_ MWA Change Notice # \_\_\_\_\_ MWA Contract Modification # \_\_\_\_\_  
 Describe Change or Modification \_\_\_\_\_  
 This revision represents:  Increase in Contract Amount  Decrease in Contract Amount  
 If Decrease, state reason \_\_\_\_\_

- A. The undersigned LDBE intends to perform the work associated with this contract as (Check one):  
 Individual  Partnership  Corporation  Joint Venture
- B. The undersigned LDBE will perform the work associated with this contract as a (Check all that apply):  
 Construction Contractor  Stocking Supplier  Manufacturer  Stocking Distributor  
 Broker, Agent, Packager  Hauler  Service Provider (for non-construction contracts)
- C. The undersigned LDBE will:  Perform the following services  Supply the following materials, equipment, supplies:

**IF AVAILABLE, PLEASE ATTACH A COPY OF THE PROPOSED SCOPE OF WORK AND SUBCONTRACT AGREEMENT FOR THIS SUBCONTRACTOR.**

Item Number	Detailed Description Of Scope of Work	Scope of Services (Check One)	Quantity	Unit Price
01	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
02	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
03	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
04	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____

**Please Attach Additional Sheets if Necessary**

- D. Work described above will be performed at the following total price: \$ \_\_\_\_\_.
- E. Original Total Contract Amount: \$ \_\_\_\_\_ Current Total Contract Amount: \$ \_\_\_\_\_  
 Total Amount of This Revision: \$ \_\_\_\_\_ New Total Contract Amount: \$ \_\_\_\_\_
- F. Term of Contract Original Commencement Date: \_\_\_\_\_ Original Completion Date: \_\_\_\_\_  
 Revised Commencement Date: \_\_\_\_\_ Revised Completion Date: \_\_\_\_\_
- G. \_\_\_\_\_% of the dollar value of the subcontract will be performed by (check if applicable):  
 Non-LDBE contractors  Non-LDBE suppliers.

The undersigned will enter into a subcontract consistent with the above upon execution of a contract between the Prime Contractor and the Authority: **(NOTE: SIGNATURES MUST BE DATED)**

\_\_\_\_\_ Agreed To \_\_\_\_\_  
 (Print or Type Name of LDBE Firm) (Print or Type Name of Prime Contractor)

By \_\_\_\_\_  
 (Print or Type Name and Title) (Print or Type Name and Title)

\_\_\_\_\_  
 (Signature) (Date) (Signature) (Date)

\_\_\_\_\_  
 (Print or Type LDBE's Certification Expiration Date)

**FOR MWA USE ONLY**

MWA DSD Specialist's Approval \$ \_\_\_\_\_  
 (Enter The Amount of Contract Approved for LDBE Participation) (Signature) (Date)



## **EXHIBIT F**

### **LDBE CERTIFICATION APPLICATION**

**The Local Disadvantaged Business Enterprise (LDBE) Program application form is available for download from the Metropolitan Washington Airports Authority's website by clicking on the "LDBE Certification" link at:**

**<http://www.mwaa.com/contracting>**

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY**

---

**APPLICATION FOR JOINT VENTURE ELIGIBILITY**

Note: This form need not be filled in if all joint venture firms are LDBEs

<p>1. JOINT VENTURE NAME AND ADDRESS (Company Name, Address, City State Zip)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>2. CONTACT PERSON AND TITLE</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>3. TELEPHONE</p> <p>_____</p>
---	--

4. IDENTIFY THE COMPANIES WHICH COMPRISE THE JOINT VENTURE (LDBE PARTNER(S) MUST COMPLETE LDBE APPLICATION):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5a. DESCRIBE ROLE OF LDBE FIRM IN THE JOINT VENTURE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. NATURE OF JOINT VENTURE'S BUSINESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. DESCRIBE VERY BRIEFLY THE EXPERIENCE AND BUSINESS QUALIFICATIONS OF EACH NON-LDBE JOINT VENTURER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. IS THE JOINT VENTURE RESPONDING TO A SPECIFIC AUTHORITY SOLICITATION?

YES     NO    IF YES, WHICH ONE? \_\_\_\_\_

7. WHAT IS THE PERCENTAGE OF LDBE OWNERSHIP IN THE JOINT VENTURE?

\_\_\_\_\_

\_\_\_\_\_



**AFFIDAVIT**

“The undersigned swear that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide the Metropolitan Washington Airports Authority (the Authority) current, complete, and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the Authority or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.”

Name of Joint Venture (if any) \_\_\_\_\_

Names of companies forming Joint Venture \_\_\_\_\_

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (name) \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

[Seal]

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (name) \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

[Seal]

### **LDBE WAIVER REQUEST PROCEDURE**

This procedure must be followed if an offeror cannot meet the LDBE subcontracting requirements in whole or in part. The Request for Waiver must be submitted in writing with the proposal. The Request for Waiver must report and document the efforts made by the offeror to solicit LDBEs for participation and clearly outline the offeror's reasons why no subcontracting opportunities exist. A waiver request must also demonstrate that there are an insufficient number of LDBEs to provide adequate competition and reasonable prices. The provisions of Section IX (04) must be reviewed by the offeror before submitting a request for a waiver.

A blanket statement that there are no LDBE businesses to provide services or materials related to the bid/offer is INADEQUATE. An explanation of how that conclusion was reached must be provided or the request will be determined to be pro forma and not in good faith.

Actions which may demonstrate a good faith effort on the part of the bidder include, but are not limited to, the following:

1. Attend any pre-proposal meetings that are scheduled by the Authority;
2. Advertise in major circulation newspapers such as The Washington Post, trade associations, small business, and minority and women oriented media concerning the subcontracting opportunities;
3. Provide written notice to a reasonable number of specific LDBEs that their interest in the contract is being solicited, in sufficient time to allow the LDBEs to participate effectively;
4. Follow up initial solicitations of interest by contacting LDBEs to determine with certainty whether the LDBEs were interested.
5. Select portions of the work to be performed by LDBEs in a manner that will increase the likelihood of meeting the LDBE requirement;
6. Provide interested LDBEs with adequate information about the plans, specifications, and requirements of the contract;
7. Negotiate in good faith with interested LDBEs, and not reject LDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities; and,
8. Make efforts to assist interested LDBEs in obtaining bonding or insurance, if needed.

WAIVER REQUEST (Continued)

**REQUEST FOR WAIVER**

\_\_\_\_\_ hereby requests a waiver of the required contract requirement for the participation of LDBEs as specified in solicitation number \_\_\_\_\_.

All good faith efforts to identify potential LDBEs as subcontractors have been made, but we have been unable to meet the LDBE requirement for the following reason(s):

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Date)

NOTE: All advertisements, telephone conversations, and other documentation to support this statement should be attached.

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY  
LDBE UNAVAILABILITY CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_ of  
(Name) (Title)  
\_\_\_\_\_, certify that on \_\_\_\_\_  
(Offeror) (Date)

I contacted the following LDBEs to obtain a quote for work items to be performed on Contract  
Number \_\_\_\_\_.

<u>LDBE (Name of Firm)</u>	<u>Work Items Sought</u>
_____	_____
_____	_____
_____	_____

To the best of my knowledge and belief, said LDBEs were unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare an offer or bid, for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ was offered an opportunity to bid or make an offer on  
(Name of LDBE)  
the above identified work on \_\_\_\_\_ by \_\_\_\_\_.  
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

\_\_\_\_\_  
(Signature of LDBE)

\_\_\_\_\_  
(Title)

## METROPOLITAN WASHINGTON AIRPORTS AUTHORITY INVOICE ATTACHMENT FORM

Name Of Prime Contractor \_\_\_\_\_  
 Contract Name & Number \_\_\_\_\_  
 Original Contract Amount \$ \_\_\_\_\_ Payments Received \$ \_\_\_\_\_  
 Current Contract Amount \$ \_\_\_\_\_ Retainage Withheld \$ \_\_\_\_\_  
 Invoice Period From \_\_\_\_\_ Through \_\_\_\_\_ Date Submitted \_\_\_\_\_  
 Actual LDBE Participation To Date \$ \_\_\_\_\_  
 Current Scheduled LDBE Participation \$ \_\_\_\_\_  
 Total Original Contracted LDBE Participation \$ \_\_\_\_\_ Percent Original Contracted Participation \_\_\_\_\_ %

#	NAME OF SUBCONTRACTOR	BUSINESS ADDRESS (CITY, STATE, ZIP)	DESCRIPTION OF WORK	* L D B E	M B E	W B E	O T H E R	MONTHLY CONTRACT INFORMATION				% C O M P L E T E	% L D B E
								ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	TOTAL PAYMENTS TO DATE	AMOUNT THIS INVOICE		
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
<b>SUBCONTRACTOR TOTALS</b>													
<b>PRIME CONTRACTOR TOTAL</b>													
<b>TOTAL THIS INVOICE</b>													

\* PUT AN "X" IN THIS COLUMN ONLY IF SUBCONTRACTOR IS AN AUTHORITY CERTIFIED LDBE.

I certify that the information furnished above is correct to the best of my knowledge and represents the current status of the firm's (Prime Contractor) subcontract(s) with the listed firms (Subcontractors) for the designated period covered by this report.

Signed: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**This form must be attached to all Invoices submitted by the Prime Contractor.**



**Metropolitan Washington Airports Authority**  
**INSTRUCTIONS FOR COMPLETING**  
**THE INVOICE ATTACHMENT FORM (EXHIBIT J)**

**I. USE AUTHORIZED FORMS**

Use only **Authority approved forms** to file monthly Invoice Attachment Form. Do not change or amend the Authority approved form in any manner. Authority approved forms are available on hard copy or diskette from the EOP Specialist assigned to the contract. Note that all subcontractors are to be listed on the Invoice Attachment Form. Also, note that some entries are required that apply only to the sum of LDBE contracts. To facilitate accuracy in reporting, it is recommended that LDBE subcontractors be listed first and a subtotal appear in each of the four sub-columns that comprise the "Monthly Contract Information" section of the report.

**II. REPORT ALL LDBEs EVERY MONTH**

Every LDBE firm whose contract is counted toward achievement of the participation requirement must appear on the Invoice Attachment Form every month. If there is no invoice activity for an LDBE in any given month, enter "0" in the column, "Amount this Invoice". Note that all other information must be entered, must be current and correct.

**III. LEDGER PORTION**

**A. Name, Location & Description of Work** – For all subcontractors, enter the subcontractor's name, location (city, state and zip code) and description of work. For LDBEs, these entries must be the same as comparable information appearing on the Letter of Intent and the Contract Participation Form.

**B. Classification of Subcontractor(s)**

Only those subcontractors who meet the LDBE eligibility requirements may be classified as LDBEs on the Invoice Attachment Form.

Assign classifications as follows:

1. **LDBE**-Place an "X" in this column only if the subcontractor is an Authority certified LDBE.
2. **MBE**-Place an "X" in this column if the subcontractor is also a minority-owned company, regardless of their size. This classification should also be used for subcontractors who have submitted a certification application but have not yet been certified. Once certification has been achieved, such firms should be classified as both MBE and LDBE. This column is also used to calculate Voluntary Participation of Minority-owned firms. Thus, a subcontractor can be classified as both LDBE and MBE, or just MBE.
3. **WBE**-Place an "X" in this column if the subcontractor is a woman-owned company regardless of their size. This classification should also be used for subcontractors who have submitted a certification application but have not yet been certified. Once certification has been achieved, such firms should be classified as both LDBE and WBE. This column is also used to calculate Voluntary Participation of woman-owned firms. Thus, a subcontractor can be classified as both LDBE and WBE, or just WBE.

**Metropolitan Washington Airports Authority  
Instructions for Completing the Invoice Attachment Form**

4. **Other**-Place an "X" in this column for all subcontractors who cannot be classified as either LDBE, MBE or WBE.

**C. Original Subcontract Amount**

Enter the original subcontract amount. For LDBEs, this must be the amount submitted on the LDBE's Letter of Intent and approved by the Authority.

**D. Current Subcontract Amount**

Enter the current subcontract amount. If this amount is the same as the entry in "Original Subcontract Amount", enter it. For LDBEs, if this amount is different that the amount entered in "Original Subcontract Amount", a **Revised Letter of Intent** must be on file with and approved by the EOP Specialist. It is recommended that **Revised Letters of Intent** be submitted with the Invoice Attachment Form that initially reports the New Contract amount.

**E. Total Payments to Date**

Enter the sum of payments that have been made to that subcontractor as of the date of the report. Note that this column should not contain diminishing amounts, i.e., a succeeding month's entry lower than the preceding month's entry. If this occurs, the Authority may request an examination of additional records to verify the correct amount.

**F. Amount of This Invoice**

Enter the amount of the subcontractor's invoice being submitted with this report.

**G. Percentage Amount Complete**

Enter the percentage that equals the progress of that subcontractor's work.

**H. Percent LDBE**

This entry depends upon the type of contract and terms stated in the solicitation. The **percentage for non-LDBEs is always "0"**. Thus, if the subcontractor does not meet the requirements stated above to be classified as a LDBE, the percentage entered in this column **must be "0"**.

**I. Totals**

Fill out totals as follows:

1. **SUBCONTRACTOR TOTALS** – Totals for all subcontractor data reported on the Exhibit J form.
2. **PRIME CONTRACTOR TOTAL** – Portion of invoice attributed to work performed by prime contractor. (May include payments to non-LDBE/MBE/WBE suppliers that are not listed in the subcontractor section of the Exhibit J from.)
3. **TOTAL THIS INVOICE** – Sum of the Subcontractor Total and Prime Contractor Total for the current invoice. Must match the amount of the invoice.

**Metropolitan Washington Airports Authority  
Instructions for Completing the Invoice Attachment Form**

**IV. TOP PORTION OF INVOICE ATTACHMENT FORM**

**A. Original Contract Amount**

Enter the original amount of the Prime's Contract.

**B. Payments Received**

Enter the sum total of payments received as of the date of the report.

**C. Current Contract Amount**

Enter the current amount of the Prime's Contract.

**D. Retainage Withheld**

Enter the amount of retainage withheld. If none, enter 0.

**E. Invoice Period**

Enter the month being reported, i.e. January 1 to January 31, 2000.

**F. Date Submitted**

Enter the date the report is submitted to the Authority.

**G. Actual LDBE Participation to Date \$**

Enter the sum of Total Payments to LDBEs.

**H. Current Scheduled LDBE Participation \$**

Enter the sum of **Current Subcontract Amounts** reported for **LDBEs only**, i.e, do NOT include current subcontract amounts for non-LDBEs even though they appear in the ledger portion of the report.

**I. Total Original Contracted LDBE Participation \$**

Enter the dollar amount of the original LDBE participation requirement of this contract.

**J. Percentage Original Contracted Participation**

Enter the percentage of required LDBE participation for this contract.

**SECTION X - ATTACHMENTS**

**ATTACHMENT 01**  
**STATEMENT OF WORK**

**STATEMENT OF WORK****INSURANCE BROKER SERVICES FOR AIRPORTS AUTHORITY  
OPERATIONAL AND CONSTRUCTION INSURANCE PROGRAMS****1.0 PURPOSE**

The Metropolitan Washington Airports Authority (Airports Authority) intends to award a contract to an independent qualified risk management consultant to act as the Airports Authority's advisor, consultant, and professional insurance broker. The selected insurance broker will be the Airports Authority's Broker of Record (Contractor) to provide insurance broker services relating to the operational activities of the Airports, the Dulles Toll Road (DTR), and the Metrorail Project and the construction activities of the Airports and the DTR in accordance with the Statement of Work.

The work to be performed under the contract to be awarded consists of:

- Insurance broker services of the existing coverages, as well as any other coverages added in the future as requested by the Airports Authority;
- Actuarial analysis;
- Claims assistance;
- Administration of the Aviation Owner Controlled Insurance Program (Aviation OCIP); and
- Risk Control oversight of the Aviation OCIP.

**2.0 BACKGROUND**

The Airports Authority is an independent, interstate agency responsible for the operations of two airports: Ronald Reagan Washington National Airport and Washington Dulles International (Dulles) Airport. The Federal Aviation Administration of the United States Department of Transportation (DOT) previously managed the airports. On June 7, 1987, the federal government leased the airports to the Airports Authority for an initial term of 50 years. In 2003, the lease was modified to extend the term to 80 years.

On December 29, 2006, the Airports Authority signed an agreement with the Virginia Department of Transportation (VDOT) to transfer operating responsibilities for the Dulles Toll Road to the Airports Authority. The agreement also provided for the Metrorail Project to be financed and built by the Airports Authority using Dulles Toll Road revenues. The agreement stated that the Authority will:

- Operate and maintain the toll road for 50 years.
- Construct the Metrorail Project from the vicinity of West Falls Church to Route 772 in Loudoun County.
- Make other improvements in the Dulles Corridor consistent with VDOT and regional plans.
- Set and collect tolls on the Dulles Toll Road.

The Airports Authority, in cooperation with the Washington Metropolitan Area Transit Authority (WMATA), VDOT, the Virginia Department of Rail and Public Transportation, and Fairfax and Loudoun Counties, is now constructing the Metrorail Project, a 23-mile extension of the Metrorail System. Once constructed, the extension will be operated by the WMATA and extend Metrorail service from East Falls Church to Dulles Airport and west to Ashburn.

The Metrorail Project includes 11 new stations. It is being built in two phases. Phase 1 runs from East Falls Church to Wiehle Avenue, and includes four stations in Tyson's Corner and one at Wiehle Avenue. Phase 1 began revenue service operations in July 2014. Phase 2 will run from Wiehle Avenue to Ashburn in Loudoun County, and will include six stations (Reston Town Center, Herndon,

Innovation Center, Dulles Airport, Loudoun Gateway and Ashburn). Construction of Phase 2 began in 2014, and is expected to be completed in 2019.

More information on the Airports Authority can be found at <http://www.mwaa.com> with additional information on the Metrorail Project at <http://www.dullesmetro.com>.

**2.1 Insurance Binding Authority**

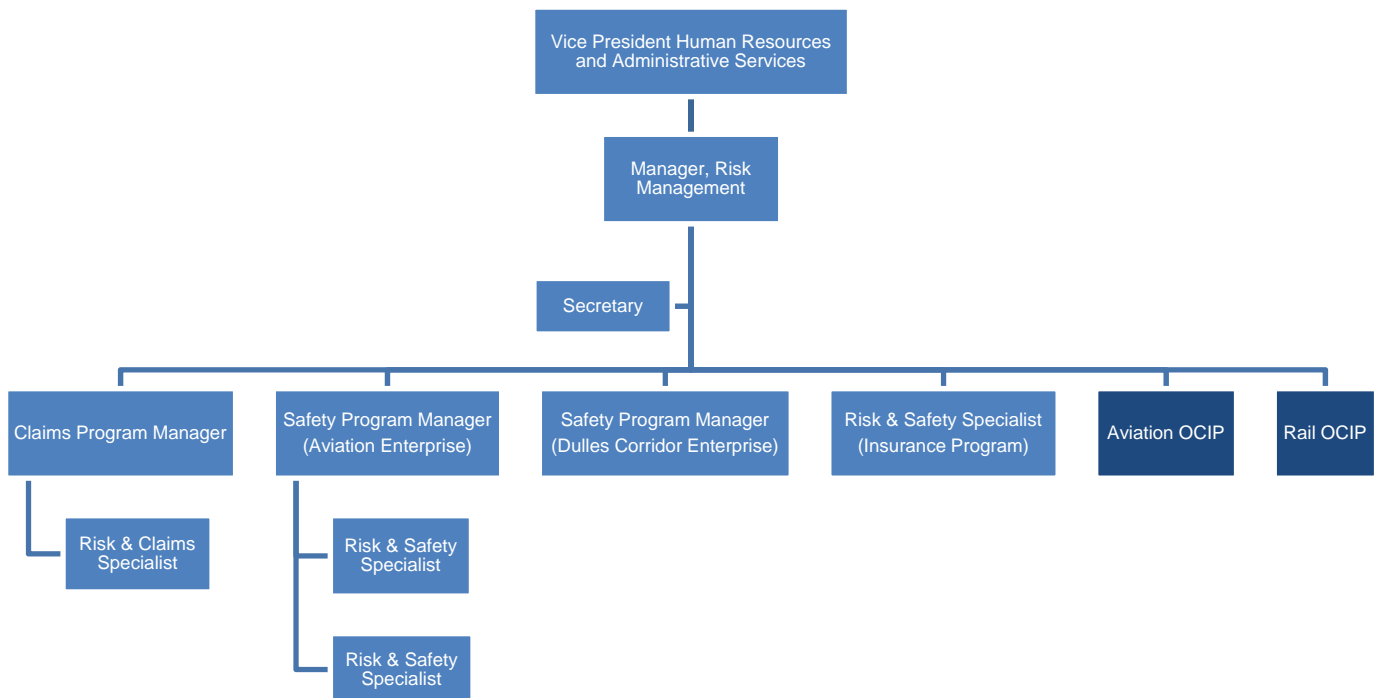
The Contracting Officer (CO) has the sole delegated authority to bind the Airports Authority to any insurance policy purchased under this Contract. The CO shall sign any binding authorization documents. The binding authorization documents may be transmitted to the Contractor by the CO or the Contracting Officer’s Technical Representative (COTR) from the Risk Management Department.

**2.2 The Airports Authority’s Risk Management Function**

The Airports Authority’s Risk Management Department is located in the Office of Human Resources and Administrative Services and is responsible for identifying, measuring, and analyzing the Airports Authority’s exposures to loss as they relate to the Airports, the DTR, and the construction of the Metrorail Project. The Risk Management Department coordinates both operational and construction-related insurance, safety, claims, and other risk management issues. See Figure 1 for the Risk Management Department’s organizational chart.

**Figure 1**

**Airports Authority’s Risk Management Department Organizational Chart**



**2.3 Current Operational Insurance Program.**

The Airports Authority currently maintains the following operational insurance policies which all typically renew annually on October 1<sup>st</sup>.

- Airport Owners and Operators General Liability
- Workers Compensation and Employers Liability
- Property including Builders Risk
- Chemical, Biological, Radiological, Nuclear
- Law Enforcement Liability
- Public Officials/Employment Practices Liability
- Public Officials Side A
- Fiduciary Liability
- Crime
- Network Security and Privacy Liability
- Business Travel Accident
- Special Crime
- Pollution Liability
- Physical Damage for Fire Department Vehicles and Portable Equipment
- Premises Pollution Liability for DTR and Metrorail Project Phase 1 (expires 08/27/2020)
- General Liability for DTR and Metrorail Project

#### **2.4 Aviation Owner Controlled Insurance Program (Aviation OCIP).**

The Aviation Owner Controlled Insurance Program (Aviation OCIP) was implemented on June 1, 2013. It is currently scheduled to expire on June 1, 2018 and efforts are underway to extend the expiration date. Depending on timing, the Contractor is expected to continue working with insurers to finalize the extension or implementing a new Aviation OCIP while managing the closeout of the existing Aviation OCIP as appropriate. The Aviation OCIP encompasses all Airports Authority construction projects at the Airports and the DTR. The Aviation OCIP is a General Liability only OCIP and includes commercial general liability insurance, excess liability insurance, contractor's pollution liability insurance, and builders risk insurance (covered under the Airports Authority's Master Property policy). A railroad protective liability policy was recently purchased for the benefit of WMATA for construction activities related to the Terminal B/C Long-Term Redevelopment project. The Aviation OCIP Insurance Manual can be viewed at: <http://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>. The Contractor will provide services for these coverages, as well as any other coverages added in the future as requested by the Airports Authority.

#### **2.5 Additional Information.**

Insurance broker coverage expertise, marketing ability, and OCIP administration and risk control oversight are essential. The Airports Authority considers insurance brokerage services to be an integral part of its risk management program. The relationship between the individuals representing the selected insurance broker and those individuals who represent the Airports Authority is of utmost importance. The selected insurance broker will be expected to provide a broad range of services to the Airports Authority, including actuarial, claims, risk control, administration, and marketing as necessary and as detailed herein.

The Airports Authority expects the Contractor to make recommendations for the most cost effective advantageous program which provides the highest level of coverage at the best possible price to meet the Airports Authority's needs and objectives with an emphasis on contributing to reducing the cost per enplanement at the Airports.

The Airports Authority expects the Contractor to commit to full transparency relative to the identification of all underwriters, intermediaries, or other organizations providing insurance coverage under this contract. The Contractor shall request that all underwriters or intermediaries provide their insurance



proposals on a “net”, zero-commission, basis or to clearly identify the commission level being charged to the Airports Authority.

All commissions for policies placed directly with insurers or intermediaries and any other compensation provided by those insurers or intermediaries to the Contractor must be reported to the CO and COTR within fifteen (15) business days. Commissions or compensation for policies placed directly with insurers or intermediaries shall be credited immediately by Contractor toward the agreed upon pricing in the PRICE SCHEDULE. The Contractor must provide to the Airports Authority an annual disclosure report detailing all premiums, commissions, fees, or any other compensation paid by the Airports Authority to all insurers, brokers, and intermediaries shown by each policy. The term “intermediary” shall include any foreign or U.S. insurance agent, broker, reinsurance broker, or any other firm, entity, or individual involved in the placing of the Airports Authority’s insurance program.

## **2.6 Confidentiality.**

All information, records, and data provided to or accumulated by Contractor in providing the services under this Contract shall be kept strictly confidential. Contractor will not divulge or release this confidential information to third parties without prior authorization from CO. Contractor will immediately inform CO and COTR of any such third-party request and identify the requestor.

## **2.7 No Insurance Markets Are to be Formally Contacted.**

Formal coverage proposals are not being asked for at this time. Do not approach any insurance market on behalf of the Airports Authority.

## **3.0 MINIMUM QUALIFICATIONS**

The minimum qualifications for the Contractor to carry out the services of this contract are as follows:

1. Be licensed to operate as an insurance broker in the Commonwealth of Virginia;
2. Must have at least ten (10) years of continuous operation as an insurance brokerage firm and must agree to follow the laws of the Commonwealth of Virginia; and
3. Must be able to provide at least one qualified account executive working on this contract who will be responsible for communication with the Airports Authority, who must be available on a daily basis for advice and consultation on risk management related issues and concerns, and who must be locally situated due to size and complexity of the program and extensive services required with a minimum of:
  - a. Eight (8) years’ experience in property and casualty commercial lines with an emphasis on public entity insurance and risk management;
  - b. Managed property and casualty lines for operational and construction-related accounts;
  - c. Managed at least one medium or large hub airport client in the last five years; and
  - d. Managed at least one major wrap-up insurance program similar in size and scope to the Aviation OCIP in the last five years; and
4. Must be able to provide a sufficient number of locally situated personnel to oversee the Aviation OCIP administrative activities.
  - a. Aviation OCIP Administrative services shall meet one of the following:
    - 1) At least two (2) years’ administrative experience for an insurance carrier or insurance broker;

- 2) At least one (1) years' experience providing administrative support for a controlled insurance program; or
  - 3) At least four (4) years progressively responsible administrative experience.
- b. Aviation OCIP Risk Control services shall meet one of the following:
- 1) Have at least eight (8) years' experience in the field of heavy construction safety and have at least one (1) of the following listed professional designations:
    - a) Certified Safety Professional from the Board of Certified Safety Professionals (CSP);
    - b) Construction Health & Safety Technician from the Board of Certified Safety Professionals (CHST);
    - c) Occupational Health and Safety Technologist from the Board of Certified Safety Professionals (OHST);
    - d) Certified Safety Executive from the World Safety Organization (WSO-CSE);
    - e) Certified Safety Manager from the World Safety Organization (WSO-CSM);
    - f) Certified Safety Manager (Construction) from the World Safety Organization (WSO-CSM (Construction));
    - g) Certified Safety Specialist from the World Safety Organization (WSO-CSS); or
    - h) Registered Safety Director from the World Safety Organization (WSO-RSD); or
  - 2) Have a combination of education and experience in heavy construction safety in an airport environment totaling ten (10) or more years; and
5. Must provide evidence of Professional Errors and Omissions Liability insurance with a limit of not less than Five Million Dollars (\$5,000,000) per claim and Technology Errors & Omissions and Network Security/Privacy Liability insurance with a limit of not less than Five Million Dollars (\$5,000,000) per claim with a Ten Million Dollars (\$10,000,000) aggregate.

#### **4.0 SCOPE OF WORK**

The selected insurance broker (Contractor) must be licensed in the Commonwealth of Virginia demonstrating the ability to market and obtain insurance coverages, administer the Aviation OCIP, provide risk control oversight of the Aviation OCIP, and provide other related services for a public body politic and corporate entity responsible for managing a multi-modal transportation system that includes two large airports and a toll road.

The Contractor must provide a sufficient number of personnel (at least one full-time equivalent [1.0 FTE] OCIP Risk Control professional and one half full-time equivalent [0.5 FTE] OCIP Administrative professional) to oversee the construction-related activities and administrative oversight of the Aviation OCIP. These personnel must be generally available during core business hours between 9:00 AM and 3:00 PM Monday through Friday, excluding holidays and emergency closures.

1. Staffing Requirements. The Airports Authority expects that Contractor personnel will be assigned to perform work under this Contract as described in the Statement of Work and the Contractor's Technical Proposal. If one or more of the proposed/assigned personnel become unavailable for continuation of the work assignment, the Contractor must replace said individual(s) with personnel of substantially equal ability and qualification and any changes must receive the prior written approval of the Contracting Officer.

2. Invoicing and Payments. To facilitate prompt payment of all invoices/requests for payment, Contractor must mark the invoice "Due Upon Receipt" and submit to the Airports Authority via email at [mwaa.invoices@mwaa.com](mailto:mwaa.invoices@mwaa.com) with a carbon copy to the COTR.
  - a. Insurance Premiums. The Airports Authority will promptly pay all insurance premium invoices directly to the Contractor for transmittal to the insurance carriers.
    - 1) The Contractor must promptly pay all insurance premium payments received from Airports Authority directly to the insurance carriers.
    - 2) The Contractor must promptly prepare insurance premium invoices and submit them to the Airports Authority within seven (7) days of binding, policy inception, endorsement change, or renewal.
    - 3) All insurance premiums shall be invoiced net of any commissions or other compensation from the issuing insurance companies or intermediaries.
    - 4) If the insurance companies or intermediaries pay any commission or other compensation to the Contractor for issuing an Airports Authority policy the Contractor must declare this amount and it must be deducted from any fees the Airports Authority owes the Contractor under the terms of this contract. Refer to section 2.5.
  - b. Service Fees. The Airports Authority will promptly pay all service fees from the Price Schedule to the Contractor on a quarterly basis.
    - 1) The Contractor must promptly prepare service fee invoices and submit them to the Airports Authority quarterly, beginning with the end of the first quarter after contract award.
    - 2) The Contractor must deduct from any fees the Airports Authority owes the Contractor the commission or other compensation to the Contractor from insurance companies or intermediaries any commission or other compensation to the Contractor for issuing an Airports Authority policy. Refer to section 2.5.

#### 4.1 Broker of Record Services

With respect to the existing operational and construction insurance coverages, as well as any additional insurance coverages requested by the Airports Authority to be added in the future, the Contractor must be responsible for providing the following services for the Airports Authority which include, but are not limited to:

1. Brokerage Services.
  - a. Submitting all insurance premium payments to carriers. All premiums will be paid by Airports Authority to the Contractor for transmittal to carriers.
  - b. Marketing and obtaining quotes for each policy, reporting on an insurer's financial status, and placing and servicing the desired insurance coverages. This includes any other related insurance coverages added in the future as requested by the Airports Authority. Negotiating with insurers for improvements to coverage and premium pricing. The Contractor is expected to work with the insurers on extending the Aviation OCIP coverages or implementing a new Aviation OCIP while managing the closeout of the existing Aviation OCIP as appropriate.
  - c. Maintaining and updating schedules of values and locations and a schedule of employee concentration by location.
    - 1) Tracking, reconciling, and listing of all property under construction, or to be under construction within the forthcoming policy year to include construction on existing assets as well as construction of new assets. The Airports Authority will provide updates on all active construction to include % complete, location, and contracted value.

- 2) Modifying current listings of individual assets if completed construction has changed the most recently listed value.
  - 3) Deleting assets that have been removed.
  - 4) Completing a draft of all Total Insured Value that will be used during renewal and submitting that list to the Airports Authority for approval prior to going to market
- d. Evaluating on a continuous basis the insurance program and recommend coverage changes and improvements to provide the highest level of coverage for the least possible cost to the Airports Authority.
  - e. Allocating insurance premiums across business entities with the COTR's input and final approval.
  - f. Coordinating and assisting with property appraisals for insurance underwriting purposes.
  - g. Coordinating and assisting with any related insurance company audits and reviewing those audits for accuracy.
  - h. Responding promptly to requests for information during the annual financial audits.
  - i. Providing annual loss runs including any prior year with open losses.
  - j. Acting as an advocate for the Airports Authority in communication with the insurers, intermediaries, and any other subcontractors.
  - k. Offering creative solutions and innovative suggestions on the structure of insurance to transfer all or a portion of the risk of loss to commercial insurers and/or participation in group risk financing programs for the Airports Authority to consider. Analyze deductible/self-insured retention levels and recommend appropriate policy limits, terms, and conditions.
  - l. Submitting an annual stewardship report outlining past activities, intended future activities, and the status of all open items from prior reports.
  - m. Reviewing and verifying insurance documents received from insurers for accuracy, requesting any needed corrections, and ensuring receipt of any corrections from the insurers.
  - n. Providing an electronic copy of all insurance policies. The insurance policy including all endorsements, etc. must be one electronic file as multiple files will not be accepted.
  - o. Preparing and mailing original certificates of insurance and providing an electronic copy to the Risk Management Department and the Certificate Holder as requested.
  - p. Developing a strategy for any upcoming renewals to be presented to the Risk Management Department at least ninety (90) days before policy expiration.
  - q. Coordinating the collection of underwriting data for the policies placed on behalf of the Airports Authority, including complete loss statistics and other underwriting data. Completing for the Airports Authority any worksheets, applications, etc. needed to identify the business risk exposure and ensuring it is completed and approved by the Airports Authority prior to going to market. Assisting with the completion of all insurance applications, documents, and gathering data which may be requested by insurance companies.
  - r. Providing renewal quotes including copies of the carrier quotes, on all policies, preferably 30 days before expiration. If a carrier only offers an "indication" of their premium quote, a copy of the carrier's indication must be included in the Contractor's renewal (or new) submission, and is acceptable as a documentation of a quote. All quotes must include the Contractor's recommendation, including the supporting reasons for that recommendation, and the final intermediary used, if any, and the final negotiated intermediary compensation

- if available. Where there are an adequate number of markets to do so, provide multiple quotes (a minimum of two) for competitive purposes. Where a carrier declines to offer a quote on coverage, the Contractor must provide documentation from each carrier indicating why they chose not to quote.
- s. Assisting the Risk Management Department with risk management related training classes for Airports Authority personnel, as needed.
  - t. Providing periodic benchmarking information on limits, deductibles, coverages, etc.
  - u. Offering guidance on Airports Authority contractual insurance requirements. Reviewing leases, contracts, agreements, and any other contractually-related document for insurance requirements and other risk provisions and providing advice on any uninsured exposures, risk transfers, and recommending solutions.
  - v. Providing a chart (preferably in Excel) in each renewal proposal to exhibit expiring coverages, limits, deductibles, rate, and premiums as compared with all of the renewal quotes being offered.
  - w. Maintaining a chart (preferably in Excel) of the schedule of insurance policies.
  - x. Providing an electronic Binder of Insurance prior to the effective date for all policies.
  - y. Contractor must be available upon reasonable notice to meet with Airports Authority staff as necessary.
  - z. Providing weekly, monthly, quarterly, annually, accurate and timely exhibits, reports, statistical risk analysis, etc. in formats approved by the Risk Management Department.
  - aa. Maintaining information on insurance policies affected by the Dulles Toll Road TIFIA Loan to be included as Schedule 14v of the TIFIA Loan Document. The Risk Management Department provides an updated Schedule 14v whenever the listed insurance policies change to the Office of Finance and the Metrorail Project Controller.
  - bb. Create and maintain an electronic historical coverage document from 1998 to present. Include listing of all insurance policies, policies, endorsements, and updated reporting contacts (email/phone) for all insurers.
  - cc. Creating a newsletter called "Aviation OCIP Wrap Sheet" to convey Aviation OCIP information to enrolled and excluded contractors.
  - dd. Maintaining the Aviation OCIP Insurance Manual with necessary updates for posting on the Airports Authority website and the electronic Wrap-Up Information System provided by the Contractor.
  - ee. Oversee any outstanding letters of credit and actively pursue discharge of collateral as soon as reasonably possible.
2. Actuarial Analysis.
- a. Providing actuarial analyses by a qualified actuary on a quarterly basis so that the Airports Authority can properly fund for retained losses.
  - b. The 4<sup>th</sup> quarter analysis for the end of the calendar year must be certified.
  - c. On at least a quarterly basis, obtain loss runs from carriers and run reports from Origami Risk for the quarterly actuarial analysis.
3. Risk Control.
- a. Providing risk control services and consulting services on specific issues. Acting as a liaison with insurers on risk control inspections and recommendations, if any. Providing on-site risk control services as requested or needed.
  - b. Providing risk management and professional services directly or indirectly, including, but not limited to, minimizing loss potential, and transfer of risk techniques, if applicable.

4. Claims Assistance.
  - a. Advocating for the Airports Authority and assisting with coverage and claim disputes between the Airports Authority and insurer, including claims management services as required or needed.
  - b. Coordinate and establish client service instructions and maintain/update claim reporting instructions at each renewal.
  - c. Reporting claims to insurers.
  - d. Schedule, participate in, and track issues for claims meetings and reviews with insurers.
  - e. Monitor and track insurance policy aggregates and report to Risk Management Department on a quarterly basis.
  - f. For insurance carrier billing issues, address claims costs billed to the Airports Authority, identify when carriers bill beyond deductibles, retentions, or aggregates and address with carriers.
  - g. Review and maintain supports for claims billing and loss funds and address carrier billing issues, such as medical billing costs, at renewals.
  - h. Potential third-party administrator (TPA) services. Identify, develop qualifications and specifications, and conduct interviews for TPA services.
  - i. Monitor TPA services to ensure services, billing, and resolution is maintained.
  - j. Handle subrogation efforts on claims in coordination with Risk Management Department staff and insurers. Track, update, and document efforts in Origami Risk following Risk Management Department protocols and standards.

#### 4.2 Aviation OCIP Administrative Services

The Aviation OCIP Administrative Services include risk control and OCIP administration activities. The Contractor shall provide an electronic Wrap-Up Information System for enrollment and administrative functions. The data contained in the Wrap-Up Information System is the property of the Airports Authority and shall be returned to the Airports Authority upon termination of the Contract.

1. Aviation OCIP Risk Control Program Services. Serves as the Aviation OCIP Risk Control Program Director as the Risk Management Department's liaison on providing guidance and advice to project Contracting Officers, project Contracting Officers Technical Representatives, Resident Engineers, Inspectors, and Enrolled/Excluded Contractors. The Contractor's Aviation OCIP Risk Control services generally consist of the implementation, monitoring, and enforcement of safety and risk control policies and procedures for projects enrolled in the Aviation OCIP and serves as the principle risk control advisor to the Risk Management Department. The Contractor shall ensure that there is sufficient coverage to provide on-site services during core business hours and be generally available on-call for emergency incidents related to construction outside of non-core business hours. The Contractor's Aviation OCIP Risk Control services must include, but are not limited to:
  - A. Risk Control and Safety Management
    1. Provide OCIP related risk control, safety, loss prevention, and risk reduction services including, but not limited to, reviewing existing programs/procedures, performing field observations, and serving as a technical resource.
    2. Review and approve or disapprove Contractor's Safety Plans submitted by Contractors and Subcontractors which describe the hazards specific to their work prior to the start of work.
    3. Enforce the Airports Authority's Construction Safety Manual for all OCIP

- project activities and participate in the drafting of policy amendments to respond to changing safety requirements.
- 4) Conduct accident prevention surveys, site preconstruction surveys, OCIP safety program audits, and make recommendations based on insurer requirements.
  - 5) Act as technical advisor for risk control and safety issues and perform necessary actions to assure the Airports Authority's Construction Safety Program and safety procedures are effectively enforced.
  - 6) Coordinate, escort, and participate in site visits for insurance related visitors and other insurance and risk control representatives.
  - 7) Support the Risk Management Department in carrying out Airports Authority related risk management goals and objectives including support of new construction and transportation-related projects.
  - 8) Provide scheduled, periodic review of risk control service status, program parameters and executive summary records in consultation with the Risk Management Department.
  - 9) Analyze loss trends; prepare risk control reports, including analysis of accident frequency, severity, and causal factors.
  10. Interact with the Risk Management Department and other Airports Authority staff, such as the Office of Engineering, the Airports Authority's Program Management Support Services (PMSS) Consultant, OCIP Insurer(s), Contractors' Project Managers, Contractors' Safety Professionals, and all others as needed.
  11. Provide presentations to Airports Authority staff and others on issues that relate to the Contractor's services.
- B. Meetings
1. Represent the Risk Management Department at all of the following meetings, but not limited to, by presenting the risk control expectations for all OCIP enrolled projects with emphasis on construction project insurance coverages, risk control, and general safety requirements:
    - a) Contract pre-proposal meetings;
    - b) Pre-construction meetings;
    - c) Exposure Specific Pre-Planning meetings to discuss high hazard operations which are likely to cause death or serious injury prior to the start of the work; and
    - d) Construction progress meetings.
  2. Participate in partnering meetings with the Airports Authority's Office of Engineering, contractors, and the appropriate PMSS Consultant.
  3. Attend and participate in the following safety meetings, as necessary:
    - a) Contractor's weekly safety meetings;
    - b) PMSS Consultant weekly safety staff meetings;
    - c) Contractor's monthly safety meetings;
    - d) PMSS Consultant monthly safety engineers meeting;
    - e) Each Airport's Operations & Tenant Safety Committee meetings, held monthly;
    - f) Each Airport's Engineering & Maintenance Safety Committee meetings, held monthly;
    - g) Airports Authority Construction Contractor's Safety Committee meetings;
    - h) Airports Authority Construction Safety Advisory Committee meetings; and
    - i) Other safety meetings at the request of the Risk Management

- Department.
4. Participate in OCIP claims reviews and OCIP insurance broker/carrier meetings.
  5. Attend other applicable meetings, at the request of the Risk Management Department.
- C. Accident/Incident Investigation and Claims Reporting
- 1) Monitor and ensure that OCIP related accidents and incidents are reported timely.
  - 2) Report OCIP accidents and incidents to the Risk Management Department and, if required, the OCIP Insurers. Enter incident data in the Risk Management Department's Risk Management Information System (Origami Risk).
  - 3) Participate in OCIP related accident/incident investigations and OCIP claims investigations to determine their causes and ensure reasonable corrective action will be taken by those involved.
- D. Inspections
- 1) Perform jobsite safety inspections on Aviation OCIP enrolled projects and coordinate with Foreman, Safety Managers/Engineers, the PMSS Consultant, and the Risk Management Department to ensure that safety exposures and risk prevention measures are properly addressed.
  - 2) On a weekly basis, prepare and distribute inspection survey results and recommendation reports to the Risk Management Department, the Office of Engineering, and the PMSS Consultant.
- E. Risk Control and Safety Issues
- 1) The Contractor's Aviation OCIP Risk Control personnel are authorized to direct stoppage of construction site activities when such stoppage is warranted for the protection of life and/or property. The Contractor shall immediately notify Airports Authority staff and the Risk Management Department when such action is taken.
  - 2) Assist the Airports Authority and the PMSS Consultant in closing job sites for failure to operate in a safe manner;
  - 3) Review Construction Safety/Security Inspection Reports for safety exposures and ensure that the exposures are properly addressed.
  - 4) Prepare detailed quarterly safety reports of the Contractor's activities and submit to the Risk Management Department.
  - 5) Maintain daily log of activities.
- F. Safety Orientation and Training
- 1) Provide safety updates and any new safety concepts with the Risk Management Department.
  - 2) Provide safety education and training for contractor's safety management and Airports Authority personnel.
  - 3) Coordinate safety training provided by OCIP Insurer(s) for presentation to OCIP enrolled contractors.
  - 4) Develop training materials where appropriate and maintain a schedule of all safety training activities.
  - 5) Provide risk control orientation training for OCIP enrolled contractors.
- G. Claims
- 1) Assist in the processing of all claims arising out of the Aviation OCIP.
  - 2) Participate in Aviation OCIP claim review meetings.
  - 3) Coordinate claims documentation and meetings with the Risk Management Department.



- H. Safety Professional Approvals
1. Participate in the review and approval of qualifications for all Contractor Safety Managers/Engineers.
2. Contractor Provided Resources and Equipment. The Contractor is responsible for providing:
- a. Vehicle for Aviation OCIP Risk Control Program Director;
  - b. Cell phone for Aviation OCIP Risk Control Program Director; and
  - c. Personal protective equipment for Aviation OCIP Risk Control Program Director and other Contractor personnel accessing the construction sites.
3. Aviation OCIP Administration Services. The Contractor shall provide an electronic Wrap-Up Information System for enrollment and administrative functions. The Contractor's Aviation OCIP Administration services are responsible for managing the data in the Wrap-Up Information System and administering the OCIP enrollment and administration functions for the Aviation OCIP. The Contractor shall ensure that there is sufficient coverage to provide services during normal core business hours. On-site work is generally not required except for meetings. The Contractor's Aviation OCIP Administration Services must include, but are not limited to:
- a. General OCIP Administration
    - 1) Manage the OCIP enrollment process of all Airport and DTR contracts to be included in the Aviation OCIP.
    - 2) Utilize in-house and/or web based applications and databases to manage OCIP administrative processes.
    - 3) Assist the Contractor's OCIP Risk Control professionals in all administrative duties required to carry out the OCIP Risk Control support.
    - 4) Assist OCIP Risk Control professionals in the scheduling of safety activities and preparation of safety documents.
    - 5) Support the Risk Management Department in carrying out Airports Authority related risk management goals and objectives including support of new construction and transportation-related projects.
    - 6) Plan and organize OCIP status meetings.
    - 7) Participate in the quarterly claims review and insurance broker/carrier meetings.
    - 8) Develop OCIP related reports as requested.
    - 9) Assist in the processing of all claims arising out of the Aviation OCIP.
    - 10) Attend meetings at locations across the Airports Authority as requested by the Risk Management Department.
    - 11) Prepare reports as required by Risk Management Department on status of the Aviation OCIP.
  - b. Pre-Bid
    - 1) Distribute OCIP Insurance Manuals to Contractors at Pre-Construction and Pre-Bid Conferences and explain the OCIP, the enrollment process, the contractor's responsibilities for risk control and reporting claims.
    - 2) Receive Notice of Contract Award from the Airports Authority's Procurement Office and proceed with OCIP enrollment.
  - c. Enrollment
    - 1) Assist contractors in completing necessary enrollment forms.
    - 2) Issue OCIP enrollment documents to enrolled contractors.
    - 3) Provide OCIP enrollment follow-up.
    - 4) Review and approve certificates of insurance from contractors and subcontractors.

- 5) Send enrollment forms to OCIP Insurance Carriers for policy issuance.
  - 6) Maintains subcontractor enrollment letter and on-site certificate of insurance.
  - 7) Maintain documents for the OCIP programs.
  - 8) Prepare weekly enrollment reports and distribute electronically to an assigned distribution list.
- d. Post-Construction Services
- 1) Obtain notice of completion of work from contractors.
  - 2) Follow up with contractor for any missing information.
  - 3) Provide closeout and final report to contractor.
- e. Renewal
- 1) Coordinate the confirmation of subcontractor's renewal and substantial completion with general contractors.
  - 2) Provide requested information for the renewal or modification of OCIP insurance coverage and manuals to the Risk Management Department.

#### **4.0 AIRPORTS AUTHORITY PROVIDED RESOURCES AND EQUIPMENT**

The Airports Authority will provide the Contractor's brokerage services personnel with at least one user account access to Origami Risk. The Airports Authority will provide the Contractor's Aviation OCIP Risk Control Program Director with the following resources and equipment:

1. One office space for Aviation OCIP Risk Control including desk and chair at Dulles Airport;
2. One desktop computer and associated peripherals and software;
3. Standard office supplies;
4. User account access to Airports Authority computer system; and
5. User account access to Origami Risk.

**ATTACHMENT 02**

**EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS**

## EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS

### EVALUATION CRITERIA

- A. This is a **two-step procurement process**. The first step of the procurement process is evaluation of the technical proposals. Information submitted in proposals will be evaluated using only the criteria listed below. Each criterion consists of all elements listed in the paragraph under each criterion. Please note that the elements listed in each of these paragraphs are not considered subcriteria and will be evaluated collectively, not individually. In other words, when evaluating how well a technical proposal meets a particular criterion, the Authority will consider all of the elements of that criterion together as a single criterion, not as separate subcriteria.
- B. Evaluation is based on information provided by the Offeror. The technical evaluation factors for this procurement are judged on an acceptable-unacceptable basis only. No other rating or qualitative value will be assigned. **To be determined technically acceptable, all factors must be acceptable to obtain an acceptable rating for the technical proposal.**
- C. In the second step, only bids from offerors with proposals determined to be acceptable, either initially or as a result of discussions, will be considered for award. Award shall be made to the responsive, responsible bidder whose total bid is the lowest bid received.

### EVALUATION CRITERIA

#### **Criterion 1: Minimum Qualifications of Brokerage Firm and Key Personnel**

This Criterion will evaluate Offeror's proposal to meet the minimum qualifications of brokerage firm and key personnel outlined in the statement of work.

Provide at a minimum the following information that demonstrates the capability to meet the minimum qualifications of the firm and key personnel:

- License to operate as an insurance broker in the Commonwealth of Virginia.
- Evidence of continuous operation as an insurance brokerage firm for the required minimum number of years and an acknowledgement agreeing to follow the laws of the Commonwealth of Virginia.
- Resume of proposed account executive to demonstrate the minimum qualifications are met.
- Resume(s) of proposed OCIP administrative personnel to demonstrate the minimum qualifications are met.
- Evidence of Professional Errors and Omissions Liability and Technology Errors and Omissions and Network Security/Privacy Liability insurance to demonstrate the minimum qualifications are met.

#### **Criterion 2: Experience, Past Performance, and Staffing Plan**

This criterion will assess the Offeror's experience, past performance, and staffing plan. Provide an overview of the firm's relevant experience, past performance and staffing plan to meet the requirements outlined in the statement of work. Submit three professional references from firms with whom the offeror has provided similar services. If the Authority is one of the references, then a fourth reference should be provided. For each reference, provide the name of the organization, point of contact, email address and telephone number.

## 02 PROPOSAL SUBMISSION REQUIREMENTS

### A. Submission Instructions

Each Bidder is responsible for submitting its Technical Proposal to the Airports Authority's Contracting Officer on or prior to the Technical Proposal Due Date. The contents of the Technical Proposal shall address all requirements, include all information and forms, and comply with the stated page limits specified below. The Technical Proposal shall be organized in the following manner and included the content specified below:

The Proposal shall be submitted in two (2) parts, each in a separate sealed envelope labeled with the Offeror's name and address, the solicitation number and the envelope name as follows:

#### **Envelope 1: Representation Package**

Submit an **original** and **one** (1) copy of the following documents in the **Representation Package** envelope:

- a. Solicitation Offer and Award Page
- b. Representations and Certifications, Section IV
- c. LDBE Certification Exhibits as applicable:
  - Exhibit A, Voluntary Efforts to Obtain MBE/WBE Participation
  - Exhibit F, LDBE Certification Application or proof of certification
  - Exhibit G, Application for Joint Venture Eligibility
  - Exhibit H, Request for Waiver
  - Exhibit I, LDBE Unavailability Certification
- d. Insurance Affidavit, Section X – Attachment 03

#### **Envelope 2: Technical Proposal**

Submit an **original** and **two** (2) copies in the **Technical Proposal** envelope.

- a. Do not include any reference to price.
- b. Submit on typewritten 8 ½ x 11" plain white paper.
- c. Assemble in a three ring binder or staple. No other binding methods are acceptable.
- d. Do not exceed twenty five (25), double-spaced, single sided pages. Exhibits, resumes and samples of previous work are not included in the 5-page limit.
- e. Address the evaluation criteria in the order they are presented.

### B. Format and Instructions for Technical Proposal Preparation

Each Bidder's technical proposal must demonstrate the Bidder's ability to meet all requirements in this solicitation. The following information is to be provided in the technical proposals and will be used in evaluating the proposals.

The technical proposal will be limited to a total of twenty five (25) pages, not including Exhibits, resumes and samples of previous work.

- **Cover/Title Sheet**

- **Table of Contents** Offerors will include a table of contents that lists section numbers and page numbers. This is not part of the overall page limit.

**Evaluation Criteria** Address the evaluation criteria in the order they are presented.

**Criterion 1: Minimum Qualifications of Brokerage Firm and Key Personnel**

**Criterion 2: Experience, Past Performance, and Staffing Plan**

**ATTACHMENT 03**  
**INSURANCE AFFIDAVIT**

**INSURANCE AFFIDAVIT**

**TO BE EXECUTED BY OFFEROR AND AGENT(S) AND SUBMITTED WITH OFFER**

Solicitation Number: \_\_\_\_\_

Name of Offeror: \_\_\_\_\_

**To be completed by the Offeror:**

I confirm that, if awarded the Contract, I will comply with all of the insurance requirements listed in the Contract Provisions section of the above referenced solicitation, and said insurance shall be provided without change to the prices offered. I also acknowledge that any questions concerning these requirements, and requests for exceptions, must be submitted by the due date for questions stated in the solicitation.

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Offeror's Authorized Agent (please print):

\_\_\_\_\_  
Offeror's Authorized Agent's Signature

\_\_\_\_\_  
Date

**To be completed by Offeror's insurance provider**

(use multiple forms if more than one provider)

I confirm that, if awarded the Contract, the OFFERING Firm (Offeror) stated above either has insurance coverage or can obtain coverage in compliance with the requirements of the above referenced solicitation.

\_\_\_\_\_  
Name of Insurance Agency

\_\_\_\_\_  
Insurance Agent's Name (please print):

\_\_\_\_\_  
Insurance Agent's Signature

\_\_\_\_\_  
Date



**ATTACHMENT 04**

**AIRPORT ORDERS & INSTRUCTIONS  
(Incorporated by Reference)**

**Ronald Reagan Washington National Airport**

<http://www.mwaa.com/business/orders-and-instructions-dca>

**Washington Dulles International Airport**

<http://www.mwaa.com/business/orders-and-instructions-iad>