

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

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-440 1 Aviation Circle, Suite 154 Washington, DC 20001-6000		<b>1. FOR INFORMATION CONTACT</b> NAME: <b>William Baca</b> TELEPHONE NUMBER: <i>(No Collect Calls)</i> <b>703-417-8671</b>	
<b>2. SOLICITATION NUMBER</b>	<b>3. TYPE OF SOLICITATION</b>	<b>4. DATE ISSUED</b>	
<b>1-06-C084</b>	REQUEST FOR PROPOSALS (RFP)	<b>June 23, 2006</b>	
<b>SOLICITATION</b>			
<b>5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION</b>			
The Contractor shall furnish all necessary labor, materials, tools, equipment and supervision to provide Psychological testing and screening for the Metropolitan Washington Airports Authority's public safety candidates and employees.			
All questions concerning this solicitation must be submitted by 3:00 PM July 13, 2006 via the Authority's website at: <b><a href="http://www.mwaa.com/business_information/contracting_opportunities/op-pages/1-06-c084-overview">http://www.mwaa.com/business_information/contracting_opportunities/op-pages/1-06-c084-overview</a></b>			
<b>Note:</b> This solicitation has a 0% LDBE participation requirement.			
NOTE: CONTRACTORS ARE RESPONSIBLE FOR VERIFYING NUMBER AND DATES OF AMENDMENTS PRIOR TO SUBMITTING A PROPOSAL. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY RESULT IN PROPOSAL BEING DETERMINED NON-RESPONSIVE.			
<b>6. BOND REQUIREMENTS</b>			
PAYMENT BOND: <b>None</b>		PERFORMANCE BOND: <b>None</b>	
<b>7. FEE FOR SOLICITATION DOCUMENTS</b>	<b>8. PRE-PROPOSAL CONFERENCE</b>		
<b>None</b>	DATE: <b>July 13, 2006</b> TIME: <b>1:00 PM</b> LOCATION: <b>Conference Room A, 1 Aviation Circle, at Ronald Reagan Washington National Airport</b>		
<b>9. DEADLINE FOR OFFER SUBMISSION</b>			
Sealed offers in original and <b>0</b> copies to perform the work or to furnish the supplies or services in the Schedule are due at the place specified at the top of this form by <b>2:00 P.M.</b> local time, <b>July 31, 2006</b> . Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time the offers are due. Proposals will not be publicly opened.			
<b>OFFER (Must be fully completed by offeror)</b>			
<b>10. NAME AND ADDRESS OF OFFEROR (Include Zip Code)</b>		<b>11. REMITTANCE ADDRESS (If different than Item 10)</b>	
		<b>12A. E-MAIL ADDRESS</b>	
<b>10A. TELEPHONE NUMBER</b>	<b>10B. FAX NUMBER</b>	<b>12B. COMPANY INTERNET WEBSITE</b>	
NOTICE: Offer shall be valid for <b>60</b> days			
<b>13. ACKNOWLEDGMENT OF AMENDMENTS (This offeror acknowledges receipt of amendments to this solicitation - give number and date of each)</b>		<b>14A. NAME &amp; TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b>	
AMENDMENT NO.			
DATE			
		<b>14B. SIGNATURE</b>	<b>14C. DATE</b>
<b>AWARD (To be completed by MWAA)</b>			
<b>15. ACCEPTED AS TO ITEMS NUMBERED</b>	<b>16. CONTRACT NUMBER</b>	<b>21A. NAME OF CONTRACTING OFFICER</b>	
<b>17. AMOUNT</b>	<b>18. DATE OF AWARD</b>	<b>21B. SIGNATURE OF CONTRACTING OFFICER</b>	
<b>19. ACCOUNTING DATA</b>	<b>20. PROCUREMENT REQUEST NUMBER</b>		
<b>22. PROPERTY INFORMATION</b>			
<input type="checkbox"/> CAPITALIZED ASSET <input type="checkbox"/> CONTROLLED ASSET <input type="checkbox"/> REAL PROPERTY			

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**SECTION III - SCHEDULE**

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

**[http://www.mwaa.com/business\\_information/contracting\\_opportunities/op-pages/1-06-c084-documents](http://www.mwaa.com/business_information/contracting_opportunities/op-pages/1-06-c084-documents)**

This Schedule must be submitted in both electronic and hard copy. The electronic copy of the Schedule must be submitted on either a CD-ROM or 3.5" Floppy disk. In the event of a discrepancy between the hard copy and the file on CD-ROM or Floppy disk, 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:

\_\_\_\_\_.

**02 TYPE OF BUSINESS ORGANIZATION**

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

A. It operates as [ ] a corporation incorporated under the laws of the State of \_\_\_\_\_, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture.

B. If the offeror is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in \_\_\_\_\_ (country).

**03 AUTHORIZED NEGOTIATORS**

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

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

**04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION**

A. Representation The offeror represents and certifies as part of its offer that it [ ] is, [ ] is not a local disadvantaged business enterprise.

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

## 05 MINORITY BUSINESS ENTERPRISE REPRESENTATION

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

## 06 WOMEN BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The offeror represents that it [ ] is, [ ] is not a Women Business Enterprise.
- B. Definitions. A **Women Business Enterprise** is:

1. A firm of any size which is at least **51%** owned by one or more women or, in the case of a publicly-owned corporation, at least **51%** of stock must be owned by one or more such women; and
  2. Whose management and daily business operations are controlled by such persons.
- C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

## 07 CONTRACTOR IDENTIFICATION

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

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

## 08 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

A. The offeror certifies that --

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (a) those prices, (b) the intention to submit a offer, or (c) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature of the offeror is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in its offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A.1. through A.3. above; or
2. a. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A.1. through A.3. above

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

- b. As an authorized agent, does certify that the principals named in subdivision B.2.a. above have not participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
  - c. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
- C. If the offeror deletes or modifies subparagraph A.2. above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

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

**SECTION V - SOLICITATION PROVISIONS****01 SOLICITATION DEFINITIONS**

"Offer" means "proposal" in negotiation. "Solicitation" means a Request for Proposals (RFP) or a Request for Quotations (RFQ) in negotiation. "The Authority" means Metropolitan Washington Airports Authority.

**02 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS**

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.

**03 SUBMISSION OF OFFERS**

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

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

- B. Offers and modifications thereof which are submitted via any form of electronic transmission such as facsimile (FAX) or telegraph will not be considered unless authorized by this solicitation.
- C. Offers, modifications thereof, and all documentation submitted in support of the offer, 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.

**04 LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF OFFERS**

- A. Any offer 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 offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers 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, Airborne Express, U.S. Postal Service Express Mail, or other similar guaranteed delivery service) in time to have arrived prior to the date and time specified for receipt of offers.
  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.
  4. Is in the Authority's best interest to accept the offer.

- B. Any modification or withdrawal of an offer except a modification resulting from the Contracting Officer's request for "best and final" offer 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 offer, 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 offer, 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, offerors 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 offer 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 offer, 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 offer that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.
- G. Offers may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and that person signs a receipt for the offer.

## 05 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 proposal."**

**06 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, Statement of Work (SOW), Schedule, and all instructions. Failure to do so will be at the offerors' risk.
- B. Multiple/alternate offers will not be considered unless this solicitation authorizes their submission.
- C. Offerors shall furnish the information required by the solicitation. Offerors shall sign the offer and print or type its name on the Schedule and each continuation sheet on which they make entries. Erasures or other changes must be initialed by anyone signing the offers. Offers signed by agents shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- D. For each item offered, 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 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.
- E. Offers for services other than those specified will not be considered unless authorized by the solicitation.
- F. Offerors must perform the required services within the time specified in the solicitation.
- G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

**07 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 award of the contract 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.

**08 CONTRACT AWARD**

- A. The Authority will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, cost or price and other factors specified elsewhere in this solicitation, considered.
- B. The Authority may (1) request "best and final offers," (2) reject any or all offers if such action is in the Authority's best interest, (3) accept other than the lowest offer, and/or (4) waive informalities and minor irregularities in offers received.
- C. The Authority may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- D. Prompt payment discounts may be offered, however, the Authority will evaluate the cost of the offer without the offeror's prompt payment discount.

- E. 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.
- F. The Authority may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may 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 offeror specifies otherwise in the offer.
- G. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Authority may accept an offer (or part of an offer, as provided in paragraph E above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Authority.
- H. Neither financial data submitted with an offer, nor representations concerning facilities for financing, will form a part of the resulting contract. However, if the resulting contract contains a clause 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 PREPROPOSAL CONFERENCE**

A preproposal conference will be held at Conference Room A, 1 Aviation Circle, Ronald Reagan Washington National Airport, on July 13, 2006 at 1:00 PM Local Time only for the contractors who have the solicitation.

## **10 PRE-AWARD SURVEY**

The Authority reserves the right to perform or to have performed, an on-site survey of the offeror'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 offeror has overall capability adequate to meet the contract requirements.

## **11 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.

## **12 OFFEROR'S QUALIFICATIONS**

- A. Offers will be considered only from responsible individuals, partnerships, joint ventures, corporations or other private organizations demonstrating that they have the ability to 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 an offeror has an established operating organization.
- B. Prior to award of contract, the Contracting Officer may require the apparent successful offeror to submit the following:
1. List of the equipment to be used on performing the contract work.
  2. Number of employees and hours each will work per day.

3. List of work to be subcontracted.
4. List of firms for whom similar work has been performed in the past five (5) years.

**13 PLACE OF PERFORMANCE**

All work will be performed at the following locations:

Contractor's Facility

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

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

**14 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.

**15 TYPE OF CONTRACT**

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

**16 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.

**17 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.

**18 OFFER DOCUMENTS**

Offerors shall include in their offer submission all documents required by this solicitation including, but not limited to, the following:

1. Solicitation Offer and Award
2. Schedule (Section III)
3. Representations and Certifications (Section IV)
4. Section VI, Special Provisions, Use of Contract by Other Jurisdictions \*
  - \* Failure to extend a contract to any participating Jurisdiction will have no effect on consideration of proposals
5. Section IX - Local Disadvantaged Business Enterprise (LDBE) Participation Requirements pages IX-1 and IX-2
6. Documentation and information required by, or in support of evaluation criteria (Section X, Attachment 02).

## 19 PROTESTS

- A. Protests must be typewritten and hand-delivered or mailed to the Manager of the Procurement and Contracts Department, (MA-440), 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.

## 20 RESERVED

**SECTION VI - SPECIAL PROVISIONS****01 USE OF CONTRACT BY OTHER JURISDICTIONS**

- A. If authorized by the Contractor in paragraph E, below, this Contract shall be extended to any or all jurisdictions of the Metropolitan Washington Council of Governments and political subdivisions of the Commonwealth of Virginia (collectively referred to herein as "participating jurisdictions") to permit their ordering of supplies and/or services in accordance with the prices and terms of this Contract.
- B. Participating jurisdictions are not obligated to use this Contract. Participating jurisdictions opting to use this Contract shall place their orders directly with the Contractor. The Metropolitan Washington Airports Authority shall have no rights, responsibility, obligation or liability with respect to any contract entered into between the Contractor and a participating jurisdiction. The Airports Authority shall not be held liable for any costs or damages incurred by a participating jurisdiction or the Contractor as a result of a contract extended to a participating jurisdiction by the Contractor.
- C. Contracts entered into with participating jurisdictions may contain contract terms and conditions unique to those jurisdictions. If the terms and conditions of a participating jurisdiction's contracts are unacceptable to the Contractor, the Contractor may withdraw its extension of the Contract to that jurisdiction.
- D. It is the Contractor's responsibility to notify participating jurisdictions of the availability of this Contract.
- E. The Contractor authorizes extension of this Contract to the following participating jurisdictions:

**YES NO PARTICIPATING JURISDICTIONS**

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Loudoun County, Virginia
- Manassas, Virginia
- Manassas Public Schools
- Maryland-National Capital Park & Planning Comm.
- Metropolitan Washington Council of Governments

- \_\_\_ \_\_\_ Montgomery College
- \_\_\_ \_\_\_ Montgomery County, Maryland
- \_\_\_ \_\_\_ Montgomery County Public Schools
- \_\_\_ \_\_\_ Prince George's County, Maryland
- \_\_\_ \_\_\_ Prince George's Public Schools
- \_\_\_ \_\_\_ Prince William County, Virginia
- \_\_\_ \_\_\_ Prince William County Public Schools
- \_\_\_ \_\_\_ Prince William County Service Authority
- \_\_\_ \_\_\_ Rockville, Maryland
- \_\_\_ \_\_\_ Spotsylvania County Schools
- \_\_\_ \_\_\_ Stafford County, Virginia
- \_\_\_ \_\_\_ Takoma Park, Maryland
- \_\_\_ \_\_\_ Vienna, Virginia
- \_\_\_ \_\_\_ Washington Metropolitan Area Transit Authority
- \_\_\_ \_\_\_ Washington Suburban Sanitary Commission
- \_\_\_ \_\_\_ Winchester Public Schools

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

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

The Contractor shall provide all labor, materials, equipment and supervision to provide PSYCHOLOGICAL Testing and Screening for the Metropolitan Washington Airports Authority's Public Safety Candidates and Employees in accordance with Attachment 01 – Statement of Work.

**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**

There will be no Authority furnished facilities under this contract.

## **10 AUTHORITY FURNISHED EQUIPMENT**

There will be no Authority furnished equipment under this contract.

## **11 AUTHORITY FURNISHED UTILITIES**

- A. Electrical Power. Electrical Power is available through Authority load centers. Wiring for temporary power shall be so arranged as to cause no interference with normal Authority operations. Temporary electric wiring shall meet the standards of Article No. 305 of the 1990 National Electrical Code. The contractor shall pay all costs for bringing power from its source. The cost of electrical power will be paid by the Authority, unless a determination is made by the Contracting Officer that the Contractor is not taking reasonable measures to conserve its use, in which case the Contractor will be required to install a meter at its own expense and bear the cost of the electrical power used.
- B. Water. Water will be made available to the Contractor at the site for work performance and personnel use with approval from the Contracting Officer's Technical Representative (COTR) for connections to the water supply. The cost of the water will be paid by the Authority, unless a determination is made by the Contracting Officer that the Contractor is not taking reasonable measures to conserve its use, in which case the Contractor will be required to install a meter at its own expense and bear the cost of the water used.
- C. Sanitary Conveniences. Sanitary conveniences are available to the Contractor at the Authority's public facilities.

## **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 and three copies of both its invoices and the Authority's Invoice Attachment Form (Exhibit J) listing all subcontractors and their activities, for payment 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 Equal Opportunity Programs Office at 703-417-8625.

#### 15 LIABILITY INSURANCE

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. **THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES**, except Workers' Compensation and Employer's Liability, and, if such a policy is required, Professional Liability. The following policies must provide for 30 days advance notice to the Authority of cancellation, non-renewal of the coverage, or any material change in the policy. All Contractors' policies shall be primary and Contractor agrees that any insurance maintained by the Authority shall be excess of and non-contributing with respect to the Contractor's insurance. The Authority reserves the right to waive the insurance requirements for the apparent successful offeror for good cause.

A. Comprehensive Automobile Liability

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence for owned, non-owned and hired vehicles; however, if any portion of the Contractor's work will occur on the Airport Operations Area, the required limit shall be \$2,000,000.

B. Commercial General Liability

\$5,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence. Coverage must include Broad Form Contractual, Property Damage, Products-Completed Operations, Personal Injury, Premises-Operations, Independent Contractors and Subcontractors, and Fire Legal Liability.

C. Professional Liability

\$1,000,000 per claim limit with a \$1,000,000 aggregate for all employees for contracts with an annual value of \$300,000 and less. For contracts with an annual value over \$300,000, the required limits are \$3,000,000 per claim with a \$3,000,000 aggregate for all employees. The coverage in all cases shall include Unintentional Errors/Omissions Endorsement and Cross Liability Endorsement. When Environmental Impairment Liability is also required, the Professional Liability shall not contain any exclusion or limitation related to environmental impairment.

D. “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 Authority property. All policies shall contain a waiver of subrogation and rights of recovery against the Authority, including recover of any deductibles.

E. Workers’ Compensation and Employer’s Liability

Virginia Statutory Limits with an All States Endorsement for Workers’ Compensation and \$1,000,000 for Employer’s Liability.

The Contractor shall provide the Contracting Officer with a valid Certificate of Insurance, in advance of the performance of any work, exhibiting coverage as required by the Metropolitan Washington Airports Authority’s contract terms and conditions. The Contractor is responsible to ensure that all Subcontractors independently carry the minimum insurance requirements or are covered under the Contractor’s policies. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25-S), and **the contract number shall be listed on the Certificate of Insurance and issued to:**

Procurement and Contracts Department  
Metropolitan Washington Airports Authority  
1 Aviation Circle  
Washington, DC 20001-6000

**16 CONTRACT TERM**

The period of performance under this contract will be 365 days from date of contract award.

**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-440  
1 Aviation Circle, Suite 154  
Washington, DC 20001-6000  
Attn: William D. Baca

**18 DISPUTES****A. Procurement Contracts in which the total amount of disputed claims is \$300,000.00 or less.**

It is the Authority's policy to encourage resolution of all claims for equitable adjustment of contract price or schedule and disputes by mutual agreement between the Contracting Officer and the contractor. A contract dispute exists between the contracting parties when they have been unsuccessful in informally resolving a claim submitted by one of the parties.

The Contracting Officer will issue a written final decision on any dispute when: (1) the dispute is submitted in writing to the Contracting Officer by the contractor, (2) the amount and basis for the dispute is stated with specificity by the contractor, (3) all supporting documentation available to the contractor is provided to the Contracting Officer, and (4) the contractor requests that a final Contracting Officer's decision be issued for the dispute. The contractor must proceed diligently with the work, notwithstanding the existence of a dispute. This decision will be considered final and conclusive unless, within thirty (30) days from the date of receipt of the Contracting Officer's final decision, the contractor mails or otherwise furnishes a written request for non-binding mediation or binding arbitration to the Contracting Officer and the Authority consents to mediation or arbitration of the issue(s). The Authority will not unreasonably withhold its consent.

If the Authority consents to arbitration, the contractor may file a demand for arbitration with the American Arbitration Association (Association) and pay all applicable filing and administrative fees. If the Authority initiates the arbitration, it will pay the filing and administrative fees. The dispute will be heard by a panel of three neutral arbitrators selected from lists of qualified arbitrators provided by the Association. At least one of the arbitrators will be an attorney. The arbitrators' fees will be divided equally by the parties. The determination of the majority of the arbitrators will be conclusive on the parties and the award may be confirmed under Virginia Code 8.01-581.09. The arbitration will be conducted in accordance with the provisions of the Uniform Arbitration Act contained in Section 8.01-581.01 *et seq.* of the Virginia Code and the Association's procedures to the extent the Association's procedures do not conflict with Virginia's Uniform Arbitration Act. Each party will bear its own counsel fees.

In the event the contractor seeks to resolve a dispute by mediation instead of arbitration, the contractor must submit a written request to the Authority within thirty (30) days after receipt of the Contracting Officer's final decision. If the Authority agrees to mediation, the contractor may file a written request for mediation with the Association and pay any applicable filing and administrative fees. If the Authority seeks mediation, it will pay any applicable filing and administrative fees. The procedures prescribed by the Association will be followed with each party bearing its own costs of counsel. The mediator's fee will be divided equally by the parties.

If the Authority does not consent to arbitration or mediation of the dispute, the contractor may choose to pursue resolution of the dispute by a court of competent jurisdiction within the Commonwealth of Virginia.

The contractor must proceed diligently with the work, including the disputed portions, pending resolution of any claims or disputes.

**B. Procurement Contracts in which the total amount of disputed claims exceeds \$300,000.00.**

It is the Authority's policy to encourage resolution of contract disputes by mutual agreement between the Contracting Officer and the contractor. After submission of a formal and complete claim for equitable adjustment of contract price or schedule, the Contracting Officer will issue a written final

decision on the claim. The contractor may institute litigation to resolve the dispute. Such litigation should be filed in a court of competent jurisdiction within the Commonwealth of Virginia. The contractor must proceed diligently with the work, including the disputed portions, pending resolution of any dispute. Contract provisions consistent with the foregoing will be inserted in Authority procurement contracts. Nothing prohibits the Authority from agreeing to mediation or arbitration of a disputed claim exceeding \$300,000 if the Authority deems it to be in its best interest to do so.

## **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 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.

## **28 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.

## **29 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.

### 30 PATENT INDEMNITY

Except as otherwise provided, 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 (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Authority to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Authority of supplies furnished or services performed hereunder.

### 31 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.

### 32 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.

### 33 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 reperformed 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.

### 34 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- B. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses

to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

### **35 CLEANING UP**

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

### **36 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.

### **37 ORDER OF PRECEDENCE**

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

- A. The 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.

### **38 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.

### **39 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.

### **40 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.

### **41 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 within 30 calendar days after 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.

#### **42 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.

#### **43 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 Schedule. The total duration of this contract, including the exercise of any options under this provision, shall not exceed 3 years.

#### **44 OPTION TO EXTEND SERVICES**

The Authority may require continued performance of any services within the limits and at the rates specified in the 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.

#### **45 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, 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.

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. 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 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.

#### **46 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.

#### **47 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.

#### **48 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.

#### **49 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.**

**SECTION VIII - POLICY ON EQUAL OPPORTUNITY AND MINORITY AND WOMEN BUSINESS  
ENTERPRISE (MBE/WBE) PARTICIPATION**

**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 LDBE requirement 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 Office of Equal Opportunity Programs at (703) 417-8625, or at the following address: Metropolitan Washington Airports Authority, Equal Opportunity Programs, 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 D) 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 J) expenditures to first tier subcontractors who are MBEs or WBEs. (Note: Exhibits D and J are available from the Authority's website at <http://www.mwaa.com/contracting>)

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.

**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**

There is no Local Disadvantaged Business Enterprise (LDBE) participation requirement associated with this solicitation. However, if this contract is awarded to a certified LDBE prime contractor, or if there are any certified LDBE joint venture partners or subcontractors, then the prime contractor shall complete this section and return it with the offer.

An LDBE is defined as a small business concern which is organized for profit and which is located within a 100-mile radius of Washington, D.C.'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 the 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 small business size standard(s) for this solicitation. The receipts of all affiliates shall be counted in determining the size of the business. Please direct any questions concerning LDBE status to the Authority's Equal Opportunity Department at (703) 417-8625.

The Authority routinely verifies LDBE participation and may contact you and your subcontractors after award to verify contract and payment amounts to ensure that the Authority's reporting is accurate.

Please mark all appropriate boxes:

1. Prime Contractor: \_\_\_\_\_ LDBE \_\_\_\_\_ Not LDBE \_\_\_\_\_ MBE\* \_\_\_\_\_ WBE\*

2. Joint Venture Partners:

Please list names and addresses of all LDBE Joint Venture Partners, including the ownership percentage of the LDBE joint venture partner, and indicate if the LDBE is also an MBE\* or WBE\*:

\* Section VIII of this solicitation describes the Authority's Voluntary Minority Business Enterprise (MBE)/Woman Business Enterprise (WBE) participation goals. To be considered an MBE/WBE, a firm must be at least 51% owned and controlled by one or more minority or female persons.



**SECTION X - ATTACHMENTS**

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

**STATEMENT OF WORK****PSYCHOLOGICAL TESTING AND SCREENING FOR  
THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY'S  
PUBLIC SAFETY CANDIDATES AND EMPLOYEES**

The Metropolitan Washington Airports Authority (Authority) is seeking the services of a Professional Mental Health Care Providers operating in the Northern Virginia Area to develop and conduct psychological screening, testing, and evaluation of Police/Public Safety applicants/personnel for the Authority's Public Safety Department.

**I. PURPOSE**

The licensed psychologist or psychiatrist will provide Psychological Assessment Evaluations for Pre-Employment, Special Duty Assignments and for job-related determinations of a Public Safety employee's ability (sometimes referred to in the industry as "Fitness For Duty") to perform the essential duties of his/her current job or a new assignment. Additional services include training for employees and management regarding mental health/psychological issues as well as consultations with management on applicable mental health topics.

**II. BACKGROUND**

The Authority is an independent interstate agency created by the Commonwealth of Virginia and the District of Columbia, with the consent of the United States Congress. Its primary function is to develop, manage and operate the Ronald Reagan Washington National and Washington Dulles International Airports.

The Authority employs a workforce of nearly 1,330, including approximately 400 Public Safety Division Employees who are directly involved in protecting the safety of the passengers who use both airports every day. Public Safety Division includes Firefighters, Airport Police Officers, River Rescue Specialists, Traffic Control Officers, and Dispatchers. Additionally, certain members of the Police Department are selected for assignment as members of a "SWAT" team, or for other special assignments.

**III. SCOPE OF SERVICES**

All services under this contract shall be in accordance with applicable Federal, Commonwealth and local laws governing the practice of medicine and psychological services in the Commonwealth of Virginia. Professional staff must be licensed by the Commonwealth of Virginia to practice Psychology or Psychiatry.

All screening and evaluations of Airport Police Officers and Firefighters (candidates and employees) shall be provided by a Licensed Psychologist or Psychiatrist. Provide a resume with name, title, education, and experience for each person who will be delivering the psychological screening and testing services including copies of all licenses, certifications and a brief description of their duties to be performed under this contract.

The Contractor may be requested to provide training modules on mental health/ psychological issues for Public Safety employees and may also be requested to provide consultations with Authority management on related mental health topics or court appearances related to an assessment/evaluation on a as needed basis.

**A. PRE-EMPLOYMENT SCREENING**

The Contractor shall provide candidate pre-employment screening appointments within three (3) workdays after an Authority request which shall consist of the following:

1. Psychological Testing such as Minnesota Multiphasic Personality Inventory-2™ (MMPI-2)
2. Clinical Interview
3. Review of Candidate's History.

**B. PRE-EMPLOYMENT SCREENING REPORT**

The Contractor shall develop a pre-employment screening report that outlines testing instruments and results, the clinical interview, and any desirable or disqualifying factors and provides recommendations regarding the candidate's ability to perform all duties of a Public Safety employee (including carrying a weapon) in a safe and reliable manner.

The Contractor shall prepare and provide a pre-employment screening report per applicant that outlines testing instruments and results, the clinical interview, any desirable or disqualifying factors and provides recommendations regarding the candidate's ability to perform all duties of a Public Safety employee (including carrying a weapon) in a safe and reliable manner.

**C. EMPLOYEE ASSESSMENT**

The Contractor shall provide Public Safety Employee Assessment appointments within three (3) workdays after an Authority request which shall consist of the following:

1. Psychological Testing such as Minnesota Multiphasic Personality Inventory-2™ (MMPI-2)
2. Clinical Interview
3. Review of Candidate's History.

**D. EMPLOYEE ASSESSMENT REPORT**

The Contractor shall prepare a written assessment report of a job-related evaluation that contains a psychological review and recommendations of the employee's ability to perform the essential duties of his/her Public Safety position in a safe and reliable manner, including carrying a weapon.

The Contractor shall provide an assessment per employee of their job-related ability to perform the essential functions of the job as requested by the Authority. These evaluations shall include a clinical interview, review of relevant department reports and direct consultation with the supervisor who requested the evaluation and a final assessment report. (Psychological testing may be an appropriate part of these evaluations.)

**E. PRE-SCREENING/ASSESSMENT REPORTS**

1. The Authority will approve the format of all assessment reports at the initial project orientation meeting.
2. The Contractor will provide verbal assessments of all pre-employment and job-related psychological evaluation no more than two (2) workdays after the evaluation. The Contractor shall send pre-employment and job-related psychological evaluation in original written narrative assessment reports no more than five (5) workdays after the examination. The reports shall be furnished in a sealed envelope marked "confidential" and shall be mailed to:

Professional Standards Bureau  
MA-310PSB, West Lab Building  
Public Safety Division  
Ronald Reagan Washington National Airport  
Washington, DC 20001-4901

## **F. MEDICAL RECORDS**

The Contractor shall hold all candidate/employee mental health evaluations and patient records in strict confidence. All evaluations shall be in accordance with the provisions of the Americans with Disabilities Act (ADA).

The results of all candidate/employee mental health examinations shall be held strictly confidential and are subject to release pursuant to the ADA. Upon written request and signed release, one (1) additional copy of a candidate/employee medical record must be made available at no additional cost to the employee or the Authority.

Records generated as a result of an employer-sponsored psychological evaluation program are the property of the Authority. At the end of this contract term, all records shall be transferred to the Contractor who will have the follow-on contract, if it is different than the incumbent Contractor, at the Authority's request without additional cost to the Authority. Transfer to be fully accomplished within thirty (30) days of notification.

## **G. MANAGEMENT CONSULTATIONS**

The Contractor may be requested to provide consultations with Authority management on related mental health topics or court appearances related to an assessment or evaluation.

## **H. CONTRACT STARTUP PROCEDURES**

### **PRE-EMPLOYMENT SCREENING/ ASSESSMENT REPORTS**

The Contractor shall submit sample Pre-Employment Screening and Assessment Reports before the initial project orientation meeting, and the Authority representatives shall approve assessment report format before evaluations begin.

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

## **I. SCHEDULING EXAMINATIONS**

1. The CO will provide the Contractor with a statement identifying Authority Public Safety Department personnel authorized to schedule appointments. Each participant will be given directions and appropriate forms to take the evaluation.
2. Whenever possible, applicant evaluation appointments will be made two (2) weeks in advance at the Contractor facility. Whenever possible, applicant testing may be scheduled for the same day/time to facilitate administering test instruments in groups.
3. For other assessments, such as job-related psychological evaluations and management of other special consultants, the Authority will schedule with the Contractor's representative on a mutually satisfactory basis, usually within three (3) workdays.

4. If cancellation of the test is necessary, the Authority will give notice as soon as possible.
5. If the candidate/employee fails to keep his/her appointment, the Contractor will notify the Authority within twenty-four (24) hours of the missed appointment.
6. The Contractor will maintain a confidential file on all individuals who are evaluated.
7. As described in this SOW, the Contractor shall send the Authority the required assessment reports within the specified time frame.
8. The Contractor agrees to provide telephonic reports within two (2) workdays after an examination that will indicate fitness or unfitness in pre-employment evaluations if such are required to meet the constraints imposed by the Authority.

**J. PERFORMANCE**

The CO, in consultation with the CO's Technical Representative (COTR) and Public Safety management representatives, shall consider the quality of the work being performed on a regular basis and advise the Contractor in writing of any discrepancies or modifications required to any report format, testing, interview, evaluation or assessment format.

The Contractor shall notify the CO in writing within Ten (10) days of any changes in personnel or any change in credentials or duties performed by personnel involved in the Psychological Assessment aspects of this contract. This notification of changes in personnel or any change in credentials or duties performed by personnel involved in the Psychological Assessment aspects of this contract **MUST ACCOMPANY** resumes containing the name, title, education, and experience for new person assigned, including copies of all licenses, certifications and a brief description of their duties to be performed under this contract.

**ATTACHMENT 02**  
**EVALUATION CRITERIA**

**EVALUATION CRITERIA**

- A. Proposals shall be submitted in two (2) parts, each in a separate sealed and labeled envelope. The first shall be labeled "Price Proposal"; the second shall be labeled "Technical Proposal."
1. Price proposal. Submit an **original** and **one** (1) copy of the following documents in the price proposal envelope:
    - a. Solicitation Offer and Award Page
    - b. Schedule, Section III
    - c. Representations and Certifications, Section IV
    - d. Section VI, Special Provisions, Use of Contract by Other Jurisdictions \*
      - \* Failure to extend a contract to any participating Jurisdiction will have no effect on consideration of proposals
    - e. Any LDBE/MBE/WBE Exhibits found in Sections VIII and IX as applicable.
  2. Technical Proposal. Submit an **original and four** (4) 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 fifty (50), double-spaced, single sided pages. Exhibits and samples of previous work are not included in the 50-page limit.
    - e. Address the evaluation criteria in the order they are presented.
- B. The Authority reserves the right to establish a short list of offerors based upon its initial evaluation of the technical proposals and at subsequent points during the evaluation process. The Authority reserves the right to conduct oral interviews with only the short listed offerors and to include the results of the interviews in its evaluation and to consider only these firms for contract award. Once the technical evaluation is complete, those price proposals of offerors on the final short list will be combined with the technical score in making the final selection of contract award.
- C. Proposals will be evaluated on the following criteria. The criteria are listed in descending order of importance with the first having the most weight and with each of the following criteria having equal or lesser weight than the one preceding it. 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 subcriterion, the Authority will consider all of the elements of that criterion together as a single criterion, not as separate subcriteria. The Authority will base its evaluation on information provided by the Offeror, as well as any other relevant information available to the Authority.

**Criterion 1: Price**

Complete Schedule, Section III, as part of Price Proposal submitted in a Separate Envelope as stated in paragraph A1. above.

**Criterion 2: Experience and Qualifications of the Firm and Personnel**

This criterion refers to your experience as a company in developing and conducting psychological testing and screening, and performing other related developmental activities as well as the personnel

that will be assigned to provide services under the contract (prime and backup personnel.) Provide company history; company's areas of expertise; number of employees; number of offices and locations; and which office would be responsible for providing services under this contract, and information on the personnel that will provide project management for your firm. Provide a resume with name, title, education, and experience for the project manager. Provide a resume with name, title, education, and experience for each person who will be delivering the psychological screening and testing services, copies of all licenses, certifications and a brief description of the duties they would perform in this contract, if the personnel is other than the project manager. Provide any other information that will provide an understanding of your experience and qualification to provide the services required by the statement of work, including information on previous experience with similar organizations.

**Criterion 3: Past Performance**

Provide a listing of your three most recent contracts for the type of service most similar in size and complexity to the requirements of this contract. The list shall include the name of the firm, address, name of point-of-contact, contact's telephone number, name of contract, and date contract was performed. The Authority may contact some or all of the references and use the information in the evaluation.

**Criterion 4: Understanding the Requirement**

This criterion refers to your company's ability to successfully perform all requirements of the contract. Describe your company's ability to develop, design and deliver psychological evaluation in the areas defined in the Statement of Work, and how you plan to adapt the your abilities and knowledge to the Authority's needs. Provide any other information that will provide an understanding of your experience and qualification to provide the services required by the statement of work, including information on previous airport or public safety department experience.

**Criterion 5: Management Plan**

Describe your overall management philosophy and approach to the administration of a contract such as this one. Provide a detailed graphic Organizational Chart that describes the administrative and functional structure, identifying the lines of authority and responsibility in performance of this contract. State how the project manager will interface with Authority staff to handle communications throughout the period of the contract and company's ability to handle problems which may arise as assessment interviews, testing, evaluations, training or other activities are being conducted.

**Criterion 6: Capacity to Accomplish Work in the Required Time**

Offeror shall show capability to complete work in a timely manner. Provide a schedule or time-line of the various components involved in this project, to include an understanding of assessment interviews, testing, evaluations, training or other activities. State your performance in terms of contract/projects completed ahead of schedule or behind schedule.