

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

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-440 1 Aviation Circle, Suite 154 Washington, DC 20001-6000		1. FOR INFORMATION CALL NAME: Kim A. Westerhaus TELEPHONE NUMBER: <i>(No Collect Calls)</i> 703-417-8660	
2. SOLICITATION NUMBER	3. TYPE OF SOLICITATION	4. DATE ISSUED	
1-12-C069	REQUEST FOR PROPOSALS (RFP)	March 2, 2012	
SOLICITATION			
5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION			
This is a combined solicitation; two separate awards will be made to the same contractor. The Contractor shall provide all labor, materials, equipment and supervision for the maintenance, repair and modification of the Electronic Security System (ESS) equipment/hardware/software, including but not limited to the security network infrastructure, automated access control systems, video imaging system, closed circuit television, various security detection and initiating devices, perimeter detection and dedicated uninterruptible power supplies, etc at Washington Dulles International and Ronald Reagan Washington National Airport in accordance with the attached Section III – Price Schedule and Section X – Attachment One Statement of Work. All questions concerning this solicitation must be submitted by 3:00 PM April 4, 2012 via the Airports Authority's website at: http://www.mwaa.com/4704.htm Note: This solicitation has a 20% 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-CONFORMING.			
6. BOND REQUIREMENTS			
PAYMENT BOND: N/A		PERFORMANCE BOND: 100%	
7. PRE-PROPOSAL CONFERENCE			
DATE: March 16, 2012		TIME: 12:00 PM	
LOCATION: Washington Dulles International Airport Manager's Conference Rooms A & B (Main Terminal across from Baggage Claim #2)			
8. DEADLINE FOR OFFER SUBMISSION			
Sealed offers in original and 6 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 1:00 P.M. local time, April 17, 2012 . 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.			
OFFER (Must be fully completed by offeror)			
9. NAME AND ADDRESS OF OFFEROR (Include Zip Code)		11. REMITTANCE ADDRESS (If different than Item9)	
		12A. E-MAIL ADDRESS	
10A. TELEPHONE NUMBER	10B. FAX NUMBER	12B. COMPANY INTERNET WEBSITE	
NOTICE: Offer shall be valid for 200 days			
13. ACKNOWLEDGMENT OF AMENDMENTS (This offeror acknowledges receipt of amendments to this solicitation - give number and date of each)		14A. NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER	
AMENDMENT NO.			
DATE			
		14B. SIGNATURE	14C. DATE
AWARD (To be completed by MWAA)			
15. ACCEPTED AS TO ITEMS NUMBERED	16. CONTRACT NUMBER	21A. NAME OF CONTRACTING OFFICER	
17. AMOUNT	18. DATE OF AWARD	21B. SIGNATURE OF CONTRACTING OFFICER	
19. ACCOUNTING DATA	20. PROCUREMENT REQUEST NUMBER		
22. PROPERTY INFORMATION			
<input type="checkbox"/> CAPITALIZED ASSET <input type="checkbox"/> CONTROLLED ASSET <input type="checkbox"/> REAL PROPERTY			

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02 EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS

03 AIRPORT BULLETINS – RONALD REAGAN WASHINGTON NATIONAL AIRPORT, April 2010 Edition

AND/OR

03 AIRPORT BULLETINS – WASHINGTON DULLES INTERNATIONAL AIRPORT, February 2009 Edition

SECTION III - PRICE SCHEDULE

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

<http://www.mwaa.com/4706.htm>

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

SECTION IV - REPRESENTATIONS AND CERTIFICATIONS

01 PARENT COMPANY AND IDENTIFYING DATA

A. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offeror's company means that the parent company must own at least 51% of the voting rights in that company. A company may control an offeror as a parent company even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

B. The offeror [] is, [] is not (check applicable box) owned or controlled by a parent company.

C. If the offeror checked "is" in paragraph B. above, it shall provide the following information:

Name and Main Office Address of
Parent Company (include zip code)

Parent Company's Employer's
Identification Number

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

_____.

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

F. The offeror shall insert the name(s) of its principal(s) on the following line:

_____.

02 TYPE OF BUSINESS ORGANIZATION

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

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

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

03 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this 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 has has not read and is is not in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under. The offeror also certifies that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under.

10 CERTIFICATION OF ENROLLMENT IN E-VERIFY

A. If the Base Price is over \$100,000 the following applies:

A. The offeror certifies that it:

is currently enrolled as a non-Federal Contractor, Federal Contractor (note that the Airports Authority is not a federal entity and contractors are prohibited from verification of existing employees under any contract with the Airports Authority) in the E-Verify Program for employment verification operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration and will continue to be enrolled, if awarded a contract, for the entire term of such contract.

OR

will enroll as a non-Federal contractor in the E-Verify Program for employment verification operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration within 30 days of contract award and will continue to be enrolled, if awarded a contract, for the entire term of such contract, but is not currently enrolled in the E-Verify Program.

B. Certification. As verification of this representation, the offeror is encouraged to attach a copy of proof of enrollment, such as its "Maintain Company" page from the E-Verify Website

B. If the Base Price is less than \$100,000, this provision is not applicable.

11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- A. 1. The Offeror certifies, to the best of its knowledge and belief, that -
- a. The Offeror and/or any of its Principals -
- (1) Have [] have not [] been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency within the three (3) year period preceding this offer;
 - (2) Have [] have not [] had contractor or business license revoked within the three (3) year period preceding this offer;
 - (3) Have [] have not [] been declared non responsible by any public agency within the three (3) year period preceding this offer;
 - (4) Have [] have not [], within the three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or sub-contract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; violation of labor, employment, health, safety or environmental laws or regulations;
 - (5) Have [] have not [], within the three (3) year period preceding this offer, been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph A.1.a.(4). of this provision; and
 - (6) All performance evaluations within the three (3) year period preceding this offer have [] have not [] received a rating of satisfactory or better. If not, please provide a copy of the evaluation with detailed explanation.
- b. The Offeror has [] has not [] within the three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph A. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a

certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph A. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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), Price 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 Price 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 Price Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct; subject, however, to correction to the same extent and in the same manner as any other mistake.
- 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 Price 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 the Airport Manager's Conference Rooms A and B, Main Terminal Washington Dulles International Airport (across from Baggage Claim Area #2), on March 16, 2010 at 12:00 PM Local Time only for the contractors who have the solicitation.

Site visits will be conducted for Washington Dulles International Airport on March 27th and 28th by appointment only. Interested parties are to contact Kevin Pelachick, or Larry Gosnell at 703-572-22730 to make an appointment not later than 4:00 PM local time, Thursday, March 22, 2012.

Site visits will be conducted for Ronald Reagan Washington National Airport on March 29th and 30th by appointment only. Interested parties are to contact Paul Fantnato at 703-417-8592 to make an appointment not later than 4:00 PM local time, Thursday, March 22, 2012.

Site visits are not mandatory, however due the complex nature and scope of the project it is highly recommended that Offerors attend both site visits. Due to increased security appointments must be made in advance by the deadline referenced above, only TWO people per firm will be accepted and must present a picture ID.

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, experience and demonstrated resources to complete work in a timely manner and maintain a staff of regular employees adequate to ensure continuous performance of the work. Labor relations measured by standards of compensation, promptness in meeting obligations, and frequency of personnel changes, among other things, will be considered in determining whether 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 to perform 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 and a description of the work accomplished for each firm.
 5. Qualifications and experience of key project individuals.
 6. Documentation showing that the offeror has provided reasonable and customary pricing based on industry standards.

13 PLACE OF PERFORMANCE

All work will be performed at:

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

And

Metropolitan Washington Airports Authority
Dulles Toll Road, Virginia Route 267
Fairfax County, 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 firm fixed-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

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

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.

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

20 PERFORMANCE BONDS

If a performance bond is required, as indicated on page I-1, Solicitation Offer and Award, the successful offeror, prior to award and upon notification by the Contracting Officer, shall furnish, within a maximum of ten (10) calendar days of request by the Authority, a performance bond in an amount equal to 100% of the proposed contract price with a surety or sureties acceptable to the Authority. Acceptable sureties are listed in U.S. Treasury Department Circular 570 published annually. Failure to provide proper bonds within this time limit may result in rejection of the offer.

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
- Bladensburg, Maryland
- 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
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia

- ___ ___ Loudoun County Public Schools
- ___ ___ Loudoun County Sanitation Authority
- ___ ___ Manassas, Virginia
- ___ ___ City of Manassas Public Schools
- ___ ___ Manassas Park, Virginia
- ___ ___ Maryland Department of Transportation
- ___ ___ Maryland-National Capital Park & Planning Comm.
- ___ ___ Metropolitan Washington Council of Governments
- ___ ___ Montgomery College
- ___ ___ Montgomery County, Maryland
- ___ ___ Montgomery County Public Schools
- ___ ___ Northern Virginia Community College
- ___ ___ OmniRide
- ___ ___ Potomac & Rappahannock Trans. Commission
- ___ ___ 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
- ___ ___ Upper Occoquan Sewage Authority
- ___ ___ Vienna, Virginia
- ___ ___ Virginia Railway Express
- ___ ___ Washington Metropolitan Area Transit Authority
- ___ ___ Washington Suburban Sanitary Commission
- ___ ___ Winchester, Virginia
- ___ ___ Winchester Public Schools

Firm

Representative

Date

02 CONTRACTOR PERFORMANCE EVALUATION

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

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

SECTION VII - CONTRACT PROVISIONS

01 SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment and supervision for the maintenance, repair and modification of the Electronic Security System (ESS) equipment/hardware/software, including but not limited to the security network infrastructure, automated access control systems, video imaging system, closed circuit television, various security detection and initiating devices, perimeter detection and dedicated uninterruptible power supplies, etc at Washington Dulles International and Ronald Reagan Washington National Airport in accordance with the attached Section III – Price Schedule and Section X – Attachment One 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

See RFP Section X – Attachment 01 Statement of Work, Section XII – Airports Authority Furnished Resources.

10 AUTHORITY FURNISHED EQUIPMENT

See RFP Section X – Attachment 01 Statement of Work, Section XII – Airports Authority Furnished Resources.

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, Suite 230
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. Contractor shall notify the Authority of cancellation, non-renewal of the coverage, or any material change in the policies as soon as practicable. 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. Environmental Impairment Liability

\$3,000,000 limit per occurrence for bodily injury, property damage and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden.

E. "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 recovery of any deductibles.

F. 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 the contract for Washington Dulles International Airport will be fourteen (14) months from the effective date of the contract. The first 60 calendar days of the effective date will be for Transition Services, following 730 calendar days for the remaining performance period.

The period of performance under the contract for Ronald Reagan Washington National Airport will be thirteen (13) months from the effective date of the contract. The first 30 calendar days of the effective date will be for Transition Services, following 730 calendar days for the remaining performance period.

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.: Kim A. Westerhaus

18 DISPUTES

A. General

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

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

B. Waiver of Jury Trial

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

C. Performance Pending Dispute

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

D. Steps of Administrative Disputes Procedure

1. Claim Submission

The Contractor shall submit a written claim signed and certified as true and accurate and that it is made in good faith based upon supporting facts and cost and pricing data that are current, accurate and complete as of date of submission and date of any agreement; the claim and

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

2. Prohibited Claim Formats

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

E. Claims Review and Disposition

1. Contracting Officer Discussions

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

2. Alternative Dispute Resolution (ADR)

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

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

- d. Informal discovery is permissible in the form of production or inspection of certain categories of documents.
- e. The parties agree to split evenly the costs of the mediator and any incidental costs associated with holding the mediation.

3. Impasse and Litigation

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

4. Contracting Officer's Final Decision

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

5. Litigation

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

F. Remedies for inappropriate claims

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

1. Remedies for Reckless or Frivolous Claims

In the event that the Contractor makes a claim against the Authority and the Contractor's claim, as certified by an officer of the contractor, is a) found by a court to be based on any reckless statement contained in the certification of the claim or b) is found by a court to be of frivolous nature or materially overstated in amount, then the Contractor shall be liable to the Authority and shall pay to it a percentage of costs incurred by the Authority in investigating, analyzing, negotiating, mediating and litigating (including attorneys' fees) the frivolous or overstated claim. The percentage of costs referenced shall be equal to the percentage of the contractor's total claim which is determined through litigation to be the result of a reckless statement or frivolous claim. "Frivolous" shall mean having no basis in law or in fact. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

2. Remedies for False or Misleading Statements or Material Misrepresentation

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

19 TERMINATION FOR CONVENIENCE OF THE AUTHORITY

- A. The Authority may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause;
1. Stop work as specified in this notice.
 2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 3. Terminate all subcontracts to the extent they relate to the work terminated.
 4. Assign to the Authority, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Authority shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 5. With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 6. As directed by the Contracting Officer, transfer title and deliver to the Authority (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Authority.
 7. Complete performance of the work not terminated.
 8. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.
 9. As directed or authorized by the Contracting Officer, use its best efforts to sell and/or return at the Authority's expense to manufacturers, suppliers, or distributors for full credit less any applicable restocking charges, any property of the types referred to in subparagraph 6. above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Authority under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- C. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination

settlement proposal may be received and acted on after one year of any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

- D. Subject to paragraph C. above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph D. or paragraph E. below, exclusive of costs shown in subparagraph E.3. below, may not exceed the total contract price as reduced by A. the amount of payments previously made and (B) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph E. below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- E. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph D. above:
1. The Contract price for completed supplies or services accepted by the Authority (or sold or acquired under subparagraph B.9. above) not previously paid for, adjusted for any saving of freight and other charges.
 2. The total of -
 - a. The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph E.1. above;
 - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision a. above; and
 - c. A sum, as profit on subdivision a. above, determined by the Contracting Officer in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision c. and shall reduce the settlement to reflect the indicated rate of loss.
 3. The reasonable costs of settlement of the work terminated, including -
 - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- F. Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph

- E. above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority or to a buyer.
- G. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs C., E., or I., except that, if the Contractor failed to submit the termination settlement proposal within the time provided in paragraphs C. or I., and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraphs C., E., or I., the Authority shall pay the Contractor (1) the amount determined by the Contracting Officer, if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- H. In arriving at the amount due the Contractor under this clause, there shall be deducted -
1. All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 2. Any claim which the Authority has against the Contractor under this contract; and
 3. The agreed price for, or the proceeds of, sale of materials, supplies or other things sold or sold under the provisions of Paragraph B.9 of this clause and not recovered by or credited to the Authority.
 4. The amount credited to the Contractor for materials, supplies or other things that are returned to the manufacturers, suppliers or distributors in accordance with Paragraph B.9 of this clause and not recovered by or credited to the Authority.
- I. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.
- J.
1. The Authority may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes that the total of these payments will not exceed the amount to which the Contractor will be entitled.
 2. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Authority upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- K. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Authority, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting

Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

20 DEFAULT

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

21 INTERPRETATION OR MODIFICATION

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

22 SECURITY

All Employees who will be working unescorted in a restricted area of the airport must have an Airport Identification badge. There must be one person with a valid identification badge with the work crew at all times. When contract work requires the group to separate, additional badged escorts must be provided.

The Contractor's company vehicles and equipment must be registered with the Airport Operations Division. Vehicles utilized in restricted areas must meet requirements set forth in the applicable Orders and Instructions for the airport. Personnel shall be licensed by the Airport Pass and ID Section of Airport Operations prior to vehicle operation on the Airport Operations Area (AOA).

Security Training: All individuals who apply for a restricted area access must attend an FAA required training session prior to receipt of the Airport Identification badge and vehicle operator's permit. NOTE: Submission of fraudulent or intentional false statements may lead to legal enforcement action by the FAA.

The Contractor, subcontractors and their respective employees must enforce the Airport Security Program, failure to do so will result in removal of restricted area access. Vehicle registration, vehicle operator's permits, security requirements, procedures, associated costs and applicable forms are as specified **by the Contracting Officer's Technical Representative (reference Section X, Attachment 03)**.

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

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

24 INDEMNIFICATION

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

25 LICENSES AND PERMITS

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

26 SUPERVISION

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

27 KEY PERSONNEL

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

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

28 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AUTHORITY

The Contracting Officer may designate Authority personnel to act as his or her authorized representatives for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of

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

29 OPERATION OF MOTOR VEHICLES

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

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

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

30 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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

31 PATENT INDEMNITY

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

32 CHANGES

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

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

33 INSPECTION OF SERVICES

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

34 WARRANTY OF SERVICES

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

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

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

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

35 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.

36 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.

37 EXCUSABLE DELAYS

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

- B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -
1. The subcontracted supplies or services were obtainable from other sources;
 2. The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
 3. The Contractor failed to comply reasonably with this order.
- C. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Authority under the termination clause of this contract.

38 ORDER OF PRECEDENCE

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

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

39 MODIFICATION PROPOSALS - PRICE BREAKDOWN

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

40 CLAIMS FOR ADDITIONAL COSTS

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

41 TAXES

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

42 PAYMENTS

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

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

- D. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. If however, satisfactory progress has not been made, the Contracting Officer may retain a maximum of ten (10) percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount which the Contracting Officer considers adequate for protection of the Authority and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each portion of work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
- E. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Authority, but shall not be construed as:

1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 2. Waiving the right of the Authority to require the fulfillment of all the terms of the contract.
- F. The Authority shall pay the amount due the Contractor under this contract after:
1. Completion and acceptance of all work;
 2. Presentation of a properly executed voucher; and
 3. Presentation of releases of all claims, liens and encumbrances against the Authority arising by virtue of this contract. The release shall identify other claims, liens and encumbrances, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract have been assigned. Any assignment must be approved by the Contracting Officer.
- G. The Authority shall make payments 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 and inserting the form number "W-9".

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

43 PUBLICITY RELEASES

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

44 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

45 OPTION TO EXTEND SERVICES

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

46 AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain records and the Contracting Officer shall, until the expiration of five years after final payment under this Contract have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving the formation of the contract, transactions related to the Contract, 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.

47 CONSENT TO ASSIGNMENT

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

48 NOTIFICATION OF OWNERSHIP CHANGES

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

49 COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

The Contractor shall ensure that it is in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under, and that it will maintain compliance as long as any work is being performed under this contract with the Authority. The Contractor shall also ensure that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under, and that its subcontractors will maintain compliance as long as they are performing any work under this contract with the Authority.

50 EMPLOYMENT ELIGIBILITY VERIFICATION**A. Definitions. As used in this clause—**

1. “Commercially available off-the-shelf (COTS) item”—
 - a. Means any item of supply that is—
 - (1) A commercial item;
 - (2) Sold in substantial quantities in the commercial marketplace; and
 - (3) Offered to the Airports Authority, without modification, in the same form in which it is sold in the commercial marketplace; and
 - b. Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. “Bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.
2. “Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States. An employee is not considered to be directly performing work under a contract if the employee—
 - a. Normally performs support work, such as indirect or overhead functions; and
 - b. Does not perform any substantial duties applicable to the contract.
3. “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
4. “Subcontractor” means any person or business, at any tier, who provides goods and or services required to be supplied or performed by a contractor under Contract with the Airports Authority.

B. Enrollment and verification requirements.

1. If the Contractor is not enrolled as a non-Federal Contractor in E-Verify at time of contract award, the Contractor shall—
 - a. *Enroll.* Enroll as a non-Federal Contractor in the E-Verify program within 30 calendar days of contract award and provide proof satisfactory to the Contracting Officer that the Contractor is registered with and participating in the E-verify program;
 - b. *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph B.3. of this section) and continue to use E-Verify for all of employer's new hires throughout the term of the contract; and
2. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall provide satisfactory proof to the Contracting Officer that the Contractor is registered with and participating in the E-verify program and, throughout the term of the contract, use E-Verify to initiate verification of employment eligibility of—
 - a. All new employees.
 - (1) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph B.3. of this section); or
 - (2) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph B.3. of this section); or
 - b. Existing Employees. Contractors are prohibited from verifying existing employees under this contract unless they are a Federal Contractor and have a separate contract with the Federal Government which contains the E-Verify clause. The Airports Authority is not a federal entity and therefore verification of existing employees through the performance of this contract is prohibited.
3. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with the Airports Authority pursuant to a performance bond, the Contractor shall follow the applicable verification requirements at B.1. or B.2. respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
4. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program Memorandum of Understanding (MOU).

- a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor shall notify the contracting officer in writing within ten (10) calendar days of the occurrence.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph B. of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify. Suspension or debarment is considered a material breach of contract.
- C. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>
- D. Subcontracts. The Contractor shall provide proof to the Contracting Officer that all Subcontractors are registered with and participating in the E-verify program and include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
1. Is for Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item);
 2. Has a value of more than \$3,000

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

01 EQUAL OPPORTUNITY

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

02 MBE/WBE PARTICIPATION

The Authority is committed to achieving significant 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. To communicate the Authority's strong desire for significant MBE/WBE participation in this contract, the Authority has set a voluntary MBE/WBE participation percentage of 20%. This percentage is derived from the types of contract opportunities arising from the work to be performed, and the availability of appropriate firms that have been certified by the Authority or by other agencies as firms that are at least 51% owned and controlled by minorities or women.

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) referenced in Section IX(03)(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 Business Information section of the Authority's website at <http://www.mwaa.com>)

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

05 EMPLOYMENT OF VETERANS

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

Voluntary Efforts to Obtain MBE/WBE Participation

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

Project Name: _____
 Solicitation Number: _____
 Contractor: _____

Did your company:

YES NO

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

SECTION IX - LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

01 LDBE PARTICIPATION

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

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

02 LDBE CERTIFICATION REQUIREMENTS

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

03 LDBE PARTICIPATION REQUIREMENTS

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

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

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

C. Computing LDBE participation:

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

1. A prime offeror who is an eligible LDBE certified by the Authority can count the amount of its own participation in the contract towards the LDBE requirement, provided that it is performing a commercially useful function as defined in Section IX(07)(F).

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

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

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

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

D. Offeror Conformance with LDBE Requirements

1. Documents to be Submitted With Offer.

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

- a. To be in conformance with this solicitation, the offeror is required to commit to meeting the LDBE participation requirement in Section IX (03) above. The offeror's signature on the offer signifies the offeror's commitment. If the offeror is unable to commit to the LDBE requirement, it must submit a Request for Waiver (Exhibit H) in accordance with the requirements of Section IX(04) with the offer below to be in conformance with this solicitation.
- b. All offerors (including those who are Authority certified LDBEs or eligible joint ventures who plan to count themselves to fulfill the LDBE requirement), shall submit a Contract Participation Form (Exhibit D) with their offers. Exhibit D is to list all firms that are participating in the contract and to provide all information required by the Exhibit. This

form must be signed and dated by the Prime Contractor's representative. (Note: Requirements for submission of certification documents set forth in Section IX(03)(D)(3) must also be met.) Offerors are also asked to identify whether or not the LDBE firms listed on the Exhibit D are also MBEs and WBEs.

2. Documentation to be Submitted After Offer Submission

a. Letters of Intent

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

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

b. LDBE Certification

1. All LDBEs must be certified by the Authority as LDBEs prior to award of this contract. All joint ventures between a non-LDBE and an LDBE must be formally certified by the Authority as an eligible joint venture under this section prior to award of this contract. The definitions and qualifications for LDBEs and eligible joint ventures are outlined in Section IX(07). Each LDBE that the offeror intends to use or joint venture with that is not currently LDBE certified by the Authority, must submit a completed Application for LDBE Certification (Exhibit F) to the Authority. This Application should be submitted prior to proposal submission, if possible, or promptly thereafter.

2. The apparent successful offeror shall submit the following no later than three (3) business days after notification by the Contracting Officer unless otherwise determined by the Contracting Officer:

For each LDBE named by the offeror, that is not currently LDBE certified by the Authority and that has not previously submitted a completed Application for LDBE Certification, the offeror shall submit a completed Application for LDBE Certification (Exhibit F). The completed Exhibit F shall be submitted by the LDBE applicant firm in a sealed envelope identified as "Proprietary Data for Use by the Authority only". The application must be fully completed and must include all documents required by the application. If the Authority determines, after receiving the application, that any information or document is missing from the application, the apparent successful offeror must submit such missing information or document to the Authority within two (2) business days of being notified (unless

another time period is established by the Authority). If an LDBE is already certified by the Authority as an LDBE, the apparent successful offeror may submit a copy of the LDBE certification letter (certification must be current), or submit the firm's LDBE certification number and expiration date. A joint venture must also submit the Application for Joint Venture Eligibility (Exhibit G). LDBE joint venture partners must also complete the Authority application for LDBE certification unless currently certified by the Authority.

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

3. Failure to Submit Documents and Information

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

04 REQUEST FOR WAIVER

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

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

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

Efforts that are merely pro forma are not good faith efforts to meet the requirement. Efforts to obtain LDBE participation are considered pro forma, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of LDBE participation to meet the LDBE requirement. For example, advertising or bulk mailings, alone or together, are considered pro forma and not good faith efforts unless followed up with telephone calls and/or correspondence consistent with normal business practice. If the LDBE provides a quote or offer, reasonable efforts to negotiate must be demonstrated.

C. Documents Required for Request for Waiver

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

D. The Authority's Equal Opportunity Programs Department will assist offerors by identifying Authority certified LDBE firms and minority-owned and woman-owned firms. Upon request, a directory of certified LDBEs and certified Disadvantaged Business Enterprises (DBEs) who may be eligible LDBEs will be provided for information only. The Authority does not warrant or guarantee the performance capability of any firms listed therein. The Authority's Equal Opportunity Programs Department may be contacted at 703-417-8625, or at the following address: Metropolitan Washington Airports Authority, Equal Opportunity Programs, 1 Aviation Circle, Washington, DC 20001-6000.

05 PRE-AWARD SUBSTITUTIONS

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

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

06 POST-AWARD COMPLIANCE

- A. Compliance Reviews
 - 1. The Authority may conduct post-award compliance reviews to ensure that the named LDBEs on the original or, as a result of contract modification, amended Contract Participation Form (Exhibit D), submitted to and accepted by the Authority, perform the work as assigned, and at least at the agreed price that was identified on Exhibit D. Specifically, compliance reviews verify: (1) the participation of those LDBE subcontractors identified on Exhibit D; (2) the scope of work for each LDBE listed on Exhibit D; and, (3) at least at the agreed price identified for each LDBE listed on Exhibit D. The Authority may use the Invoice Attachment Form (Exhibit J), and any other appropriate information, to verify the participation of each LDBE subcontractor identified on Exhibit D, as submitted by the Contractor. Delineated on these forms will be the activities of all first tier subcontractors (and second or third tier subcontractors, if required),

including contract amount and reported payment, for the purpose of monitoring the progress of all phases of the contract. Voluntary MBE/WBE participation will also be reported on Exhibit J.

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

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

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

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

1. The terms of a subcontract with an LDBE do not agree with the Contract Participation Form (Exhibit D) and/or Letter of Intent (Exhibit E).
2. A firm other than the LDBE listed on the Contract Participation Form (Exhibit D) is performing the subcontract work listed on Exhibit D, unless the substitution was authorized by the Authority.

The Invoice Attachment Form (Exhibit J) may be used by the Authority to monitor the activities of LDBEs and to identify incidents of non-compliance.

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

07 DEFINITIONS

- A. An LDBE is defined as a small business concern that is organized for profit and that is located within a 100-mile radius of the District of Columbia's zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary are also eligible to participate in the Authority's LDBE program. "Located" means that as of the date of its LDBE application, a business

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

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

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

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

A joint venture competing as a prime offeror under a full and open competitive opportunity is eligible to be considered an LDBE joint venture if it meets the following requirements: the LDBE member of the joint venture meets the definition of an eligible LDBE; the LDBE member will perform a commercially

useful function and will share in the ownership, control, management, responsibility, risks, and profits of the joint venture.

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

F. "Commercially Useful Function:"

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

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

Exhibit C

Local Disadvantaged Business Enterprise (LDBE) Size Standards for Solicitation 1-12-C069

<u>NAICS Code</u>	<u>Type Of Work / Service</u>	<u>LDBE Size Standard</u>
238210	Electrical Contractors	\$14.0 Million
238290	Other Bldg. Equipment Contractors	\$14.0 Million
541330	Engineering Services	\$ 4.5 Million
541519	Computer Related Services	\$25.0 Million
561621	Security System Services	\$12.5 Million

To be considered an LDBE small business, a business firm's average annual gross receipts or average number of employees for the last three (3) years cannot exceed the applicable Small Business Administration (SBA) size standard. Gross receipts or numbers of employees of all affiliates of the firm are included when determining the firm's average annual gross receipts or average number of employees.

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

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

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

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

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY CONTRACT PARTICIPATION FORM

Check One: Original Revised Date: _____ Contract No.: _____

Name of Offeror: _____ Project Name: _____

Original Contracted LDBE Participation: \$ _____ Original Percent Contracted LDBE Participation: _____ %

The Offeror shall submit the Contract Participation Form to the Contracting Officer with the offer. Please attach additional sheets if needed.

EX	LIST THE PRIME AND <u>ALL</u> FIRST TIER FIRMS PARTICIPATING IN THIS CONTRACT <small>Identify whether firms are *P, S, JV, SP, B, H, MFG, in next column.</small>	TYPE OF FIRM <small>(see below)</small>	FEDERAL TAX ID <small>(also known as Employer Identification Number) nine digit number.</small>	Enter "X" for all that apply				ADDRESS <small>(Number, Street, City, State, ZIP)</small>	DESCRIBE TYPE OF WORK <small>(Electrical, Paving, etc. with notation e.g. "Labor Only", "Material Only", "Complete") Item Number if Applicable, Quantity, Unit Price</small>	AGREED PRICE
				LDBE	MBE **	WBE ***	OTHER			
1	SAMPLE	S	55-5555555	X	X			12345 Main Street, Washington, DC 20001	Furnish and install Structural Steel	\$986,000.00
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
TOTAL AGREED PRICE MUST EQUAL TOTAL OFFERED PRICE:										

I, _____, a duly authorized representative of _____, certify that the above information is true and correct.
(type or print name) (name of firm)

Signature: _____ Date: _____

TYPE OF FIRM

*P = Prime Contractor
S = Subcontractor
JV = Joint Venture

SP = Stocking Supplier/Distributor
B = Broker, Agent, Packager
H = Hauler
MFG = Manufacturer

** MBE = A certified Minority Business Enterprise (Attach current certification letter)
*** WBE = A certified Women Business Enterprise (Attach current certification letter)
(Information regarding MBE/WBE participation will be used for generalized statistical purposes and program analysis.)

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
LETTER OF INTENT**

_____ Contract Number _____
 (Name of Prime Contractor) Location _____
 _____ Contract Name _____
 (Name of 1st Tier Subcontractor (If Applicable))

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

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

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

Please Attach Additional Sheets if Necessary

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

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

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

By _____
 (Print or Type Name and Title) (Print or Type Name and Title)

 (Signature) (Date) (Signature) (Date)

 (Print or Type LDBE's Certification Number and Expiration Date)

FOR MWAA USE ONLY

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

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

(Name of Prime Contractor) Contract Number _____
Location _____
Contract Name _____

(Name of 1st Tier Subcontractor (If Applicable))

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

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

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

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

Please Attach Additional Sheets if Necessary

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

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

(Print or Type Name of LDBE Firm) Agreed To _____
(Print or Type Name of Prime Contractor)
By _____
(Print or Type Name and Title) _____
(Print or Type Name and Title)

(Signature) _____ (Date) _____ (Signature) _____ (Date) _____

(Print or Type LDBE's Certification Number and Expiration Date)

FOR MWA USE ONLY

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

EXHIBIT F

LDBE CERTIFICATION APPLICATION

The Local Disadvantaged Business Enterprise (LDBE) Program application form is available for download from the Metropolitan Washington Airports Authority's website at:

<http://www.mwaa.com/362.htm>

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

APPLICATION FOR JOINT VENTURE ELIGIBILITY

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

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

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

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

b. NATURE OF JOINT VENTURE'S BUSINESS: _____

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

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

YES NO IF YES, WHICH ONE? _____

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

AFFIDAVIT

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

Name of Joint Venture (if any) _____

Names of companies forming Joint Venture _____

Signature(s) _____

Name(s) _____

Title(s) _____

Date _____

State of _____

County of _____

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

Notary Public _____

Commission Expires _____

[Seal]

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

Notary Public _____

Commission Expires _____

[Seal]

LDBE WAIVER REQUEST PROCEDURE

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

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

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

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

WAIVER REQUEST (Continued)

REQUEST FOR WAIVER

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

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

(Authorized Representative)

(Date)

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

Exhibit I

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
LDBE UNAVAILABILITY CERTIFICATION**

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

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

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

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

Signature _____

Date _____

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

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

(Signature of LDBE)

(Title)

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY INVOICE ATTACHMENT FORM

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

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

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

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

Signed: _____ Title _____ Date _____

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

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

I. USE AUTHORIZED FORMS

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

II. REPORT ALL LDBEs EVERY MONTH

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

III. LEDGER PORTION

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

B. Classification of Subcontractor(s)

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

Assign classifications as follows:

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

Metropolitan Washington Airports Authority
Instructions for Completing the Invoice Attachment Form

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

C. Original Subcontract Amount

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

D. Current Subcontract Amount

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

E. Total Payments to Date

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

F. Amount of This Invoice

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

G. Percentage Amount Complete

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

H. Percent LDBE

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

I. Totals

Fill out totals as follows:

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

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

IV. TOP PORTION OF INVOICE ATTACHMENT FORM

A. Original Contract Amount

Enter the original amount of the Prime's Contract.

B. Payments Received

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

C. Current Contract Amount

Enter the current amount of the Prime's Contract.

D. Retainage Withheld

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

E. Invoice Period

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

F. Date Submitted

Enter the date the report is submitted to the Authority.

G. Actual LDBE Participation to Date \$

Enter the sum of Total Payments to LDBEs.

H. Current Scheduled LDBE Participation \$

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

I. Total Original Contracted LDBE Participation \$

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

J. Percentage Original Contracted Participation

Enter the percentage of required LDBE participation for this contract.

SECTION X - ATTACHMENTS

ATTACHMENT 01
STATEMENT OF WORK

ATTACHMENT 02

EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS

EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS**01 EVALUATION CRITERIA**

- A. Information submitted in proposals will be evaluated using only the criteria listed below. 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 criterion, 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.
- B. Unless stated otherwise in this RFP, the following evaluation process will be used to evaluate proposals. Prior to evaluation of proposals, the Authority shall establish the specific numerical weight to be given to each criterion. Evaluators shall use the adjectival descriptors (such as excellent, very good, etc.) established for the evaluation when scoring each criterion for each proposal. The adjectival descriptors will correlate to a range of numerical scores to be used by the evaluators to assign numerical scores for each criterion for each proposal. The Evaluation Committee will reach a consensus on the adjectival and numerical score to be assigned to each criterion for each proposal when completing the final scoring, or in establishing a competitive range. Proposals will be evaluated only against the evaluation criteria and not against the other proposals.
- B. The Authority reserves the right to establish a competitive range of offerors based upon its initial evaluation of the technical proposals (the technical evaluation) and at subsequent points during the evaluation process. The Authority also reserves the right to conduct oral interviews with only the offerors in the competitive range and to include the results of the interviews in its evaluation and to consider only these firms for contract award. The Authority further reserves the right to request Best and Final Offers (BAFO) if in the best interest of the Authority. If BAFOs are desired, the Contracting Officer will issue a solicitation amendment containing the BAFO request. This amendment will be issued to all offerors still within the competitive range and will state a deadline for receipt of the best and final offers. Offerors are not required to change their technical and price proposals in response to the BAFO request, but must acknowledge the BAFO amendment even if they do not change their proposals. Once the technical evaluation is complete, those price proposals of offerors on the final list of offerors within the competitive range will be combined with the technical score in making the final selection for contract award.

EVALUATION CRITERIA**Criterion 1: Price**

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

The lowest price proposal in the competitive range is awarded the maximum number of evaluation points for price. All other proposals are prorated points by determining the percentage differential between the low proposal total price and each of the other proposals' total price.

The following Criteria are the only ones considered during the Technical Evaluation

Criterion 2: Offeror's Plan to Meet the Requirement

Each Offeror will be evaluated on its comprehensive understanding of, and ability to meet, the requirements as detailed in the Statement of Work and RFP.

Criterion 3: Management Plan

Each Offeror will be evaluated on the quality and comprehensiveness of its management plan to fulfill the administrative and technical requirements in the Statement of Work and RFP.

Criterion 4: Experience, Qualifications and Past Performance of Offeror

Each Offeror's experience and qualifications shown by prior or current work on project of similar scope and complexity to the one described in the RFP and Statement of Work will be considered. In addition, the quality of each Offeror's performance on such projects, as demonstrated by information in each Offeror's proposal and references, will also be considered under this criterion.

Criterion 5: Experience and Qualifications of Personnel

Each Offeror will be evaluated on the quality and relevance of proposed key personnel experience with projects of similar scope and complexity to the one described in the RFP and Statement of Work.

02 PROPOSAL SUBMISSION REQUIREMENTS

A. Submission Instructions

Proposals shall be submitted in three (3) parts, each in a separate sealed envelope labeled with the Offeror's name and address, the solicitation number and the envelope name as follows:

Envelope 1: Representation Package

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

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

Envelope 2: Price Proposal

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

- a. Price Schedule, Section III
- b. Exhibit D, Contract Participation Form

Envelope 3: Technical Proposal

Submit an **original** and **six** (6) 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 (resumes, charts, Appendix G, etc) are not included in the 50-page limit.
- e. Address the evaluation criteria in the order they are presented.

B. Format and Instructions for Technical Proposal Preparation

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

The technical proposal shall be limited to a total of fifty (50) pages, not including exhibits, attachments, etc. and will include the following sections in the order listed below.

Cover/Title Sheet

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

Section 1 Offeror's Plan to Meet the Requirement

The Offeror will provide information on how it will meet the requirements of the Statement of Work. Information must be provided in sufficient detail, to allow an adequate and realistic evaluation of the Offeror's specific approach to performing the work described in the Statement of Work. This section of Offeror's proposal shall contain the following subsections:

Sub-section 1.1: Transition Services. Offerors will address the requirements of Section V of the Statement of Work – Transition Period. Offerors may propose additional tasks but must provide justification and describe the benefits to the Airports Authority.

This sub-section will include:

- Transition Team Organization Chart. Offerors will provide a graphical depiction of the organizational structure and chain of command of the Offeror's transition team.
- Draft Transition Plan. The plan will address each task and describe each deliverable specified in Section V - Transition Period in the Statement of Work. Offerors should specify and describe additional subtasks, as appropriate. The plan will also include a chart depicting the tasks, subtasks, milestones, milestone dates and deliverables to be performed by the Offeror during the transition period. This will include, at a minimum, all activities specified in Section 2.2 Transitions Services.

Sub-section 1.2: Base Services. Offerors will address the requirements of Section 2.3 of the Statement of Work – Base Services.

This sub-section will include:

- Base Services Team Organization Chart. Offerors will provide a graphical depiction of the organizational structure and chain of command of the Offeror's service team.
- Proposed Functional Organization Chart. Offerors will provide a graphical depiction of the proposed organizational structure for delivery of services to the Airports Authority, including the integration of existing Airports Authority personnel.
- Base Services Team Personnel Chart. Offerors will provide the number and types of personnel proposed, and names of proposed personnel where available. Minimum qualifications and experience levels will be submitted for each position.
- Base Services Technical Approach. Offerors will describe how it will perform each requirement specified in Section V - Base Services of the Statement of Work, to include Appendix F – Tasks and Frequencies. The approach will contain a description of the methods used to provide an increasing level of service while containing costs.
- Proposed Performance Standards. Offeror will discuss its ability to meet the performance standards stated in this Statement of Work.

Sub-section 1.3: Supplemental Support Services. Describe the Offeror's approach to meet the requirements in Section V: Supplemental Support Services of the Statement of Work.

This sub-section will include:

- In-House Personnel List. Offerors will provide a list of personnel currently employed by the Offeror that could be proposed for Supplemental Support Services. Information should be submitted on qualifications, experience, position, and location.
- Summary of approach, objectives, procedures, policies for performing Supplemental Services.
- Quality Assurance procedures for managing Supplemental Services.
- List of subcontractors or vendors used during the last six (6) months on similar projects.

Section 2 Management Plan

Offerors will provide the following information:

Sub-section 2.1: Corporate Capabilities. This sub-section will contain information on the Offeror's corporate capabilities and organizational structure, including:

- Corporate Description, including a discussion of the parent firm and teaming relationships with subcontractors, if applicable
- Identification and location of the Lead Office for this contract
- Corporate Organization Chart that describes the Chain of Command for this contract
- Physical resources (including geographic locations, facilities, and locally-based resources available for this contract)
- Corporate Policies for new hire and In-service Training Programs
- Program Management resources

Sub-section 2.2: Management Plan. Offerors will submit information on their overall plan for managing this contract including:

- Management philosophy, and approach to providing services required.

- Approach for providing services required, and plans and procedures for fulfilling all the administrative and technical requirements described in the contract, including proposed schedules; roles of the principal, project manager, and other personnel who will be assigned to the project.
- Problem Identification and Resolution Process, based upon this partnership
- Process and Procedures for how the Project Manager, and On-site Manager(s) will communicate with their personnel and with the Airports Authority.
- Plans for the allocation of Contractor resources, including subcontractor resources if proposed
- Resolution of potential resource conflicts between Base Services and Supplemental Services Management Process (multiple concurrent tasks, resolution of task conflicts, etc.)
- Number of higher management levels whose approval is needed for decisions affecting Contractor resources committed to the contract.

Section 3 Experience, Qualifications and Past Performance of the Firm

Past performance is relevant information regarding an Offeror's scope of work and quality of performance under previously awarded contracts.

The Past Performance section should contain the following sub-sections:

Sub-section 3.1: Past Performance Narrative. Offerors shall provide a narrative summary of their relevant Past Performance information that the Airports Authority should consider in its evaluation.

Brief comments may be made on:

- Experiences servicing clients with similar range and complexity of Electronic Security Systems.
- Experiences servicing clients of similar volumes;
- Experiences servicing clients in the Airport Management or related industries;
- Conformance to schedules, deliverables, and cost estimates;
- Participation of key proposed personnel in similar previous contracts;
- Turnover of contract personnel; and
- Experiences with transitioning responsibilities for a similar range of services from a prior Contractor.

Sub-section 1.2: Past Performance Project Descriptions and References. The Offeror will provide information on the five (5) most recent contracts of similar type, size, and scope as this Statement of Work. These contracts must have been awarded within the past five years, and have, at present, been substantially performed. These contracts can be on-going or completed projects. If fewer than five (5) contracts of similar size and scope have been awarded to the Offeror in the past three years, the Offeror may submit information on contracts awarded to proposed subcontractors, if any. The Offeror may include contracts for federal, state, and local government clients, as well as for private firms. The Airports Authority reserves the right to contact references provided by the Offerors, as well as additional sources, to verify information and inquire about prior contract performance. Offeror's must complete Appendix G for each of

the five (5) most recent contracts of similar type, size, and scope of this Statement of Work. If the Airports Authority is one of the references, then a sixth reference should be provided.

Section 4 Experience and Qualifications of Personnel

Provide detailed information on the experience and qualifications of personnel that will be assigned to manage and work on the project providing services under the contract (include both prime and backup personnel.) Information will include:

- Names and a Brief Description of Proposed Personnel, where available
- Identification of Personnel to be assigned to the Airports Authority contract(s), e.g. Network Engineer, Network Administrator, System Administrator, PSIM Administrator, Lead Technician, Technician II and Technician I.
- Identification of Key Management Personnel to be assigned to the Airports Authority contract, e.g. Project Manager, On-site Manager(s).
- Resumes of Key Personnel (limited to two (2) pages each).

Do not include any Price Proposal information in any of the technical proposal sections.

Proposals that do not include all requested information as required in this RFP, that do not conform to these instructions and that do not acknowledge all amendments to the RFP in accordance with the amendment's instructions, may be deemed nonconforming by the Authority and rejected without evaluation.

ATTACHMENT 03

**AIRPORT BULLETINS
RONALD REAGAN WASHINGTON NATIONAL AIRPORT
April 2010 Edition
http://www.mwaa.com/file/Bulletins-DCA_04-2010.pdf**

and

**AIRPORT BULLETINS
WASHINGTON DULLES INTERNATIONAL AIRPORT
February 2009 Edition
http://www.mwaa.com/file/Bulletins-IAD_02-2009.pdf**