

# **REPORT TO THE BUSINESS ADMINISTRATION COMMITTEE**

## **Recommendation for Revisions to Airports Authority Contracting Manual**

**May 2014**

# Purpose

Staff is recommending to the Business Administration Committee changes to the Metropolitan Washington Airports Authority's Contracting Manual, Fourth Edition in the form of a Draft *Revision 1*

The Committee is requested to approve and recommend to the Board of Directors adoption of the Contracting Manual, Fourth Edition Revision 1, effective June 15, 2014

# Background

The Contracting Manual fulfills the requirement as set forth in the lease between the Airports Authority and the U.S. Department of Transportation for “published competitive procedures”. The Manual was last amended to the Fourth Edition on March 20, 2013 in response to recommendations included in the U.S. DOT, Office of Inspector General (OIG) Report

# Background

The OIG has reviewed the 2013 publication and has suggested technical clarifications in the areas of Evaluation Committees, Sole Source Negotiations and Task Orders

In addition, revisions are required to the Contracting Manual to align with changes to the Airports Authority's Statement of Functions

# Proposed Revisions

- Evaluation Committees
  - Clarify that Contracting Officers are responsible for appointing committee members
- Sole Source Contracting
  - Clarify Contracting Officers will review all Statement of Capabilities received and determine if competition exists prior to awarding sole source contracts
- Task Orders
  - Clarify procedures for the use of Task Order contracting

# Proposed Revisions

- Reflect Statement of Functions change to consolidate procurement functions
  - Remove references to Airports' Purchasing responsibilities and reflect consolidated procurement activities with the Procurement and Contracts Department

# Recommendation

- Staff Recommends the revisions to the Contracting Manual, Fourth Edition Revision 1 be completed with an effective date of June 15, 2014

**REPORT TO THE BUSINESS ADMINISTRATION COMMITTEE**  
**RECOMMENDATION FOR REVISIONS TO AIRPORTS AUTHORITY**  
**CONTRACTING MANUAL**

**MAY 2014**

**PURPOSE**

Staff is requesting that the Business Administration Committee approve and recommend to the Board of Directors certain revisions to the Metropolitan Washington Airports Authority's Contracting Manual, Fourth Edition (Manual).

**BACKGROUND**

The Contracting Manual fulfills the requirement as set forth in the lease between the Airports Authority and the U.S. Department of Transportation for "published competitive procedures". The Manual was last amended to the Fourth Edition on March 20, 2013 in response to recommendations by the U.S. DOT, included in the Office of Inspector General (OIG) report of November 1, 2012.

The OIG has reviewed the 2013 publication and has suggested clarifications in the areas of Evaluation Committees, Sole Source Negotiations and Task Orders.

Additionally, on May 21, staff will present to the Human Resources Committee proposed changes to the Statement of Functions which would transfer the Airports procurement and purchasing functions which currently exist at both Ronald Reagan Washington National Airport and Washington Dulles International Airport, to the Office of Finance, Procurement and Contracts Department. This will consolidate all Airports Authority procurement and purchasing activities in one central Department, centralizing responsibility and oversight for all procurement activities.

As a result of this consolidation of procurement and purchasing activities, the Manual needs to be amended.

**DISCUSSION**

The recommended revisions to the Manual are technical clarifications and changes to align with proposed changes to the Statement of Functions. These changes would be effective on June 15, 2014. The changes recommended are:



- 1) Evaluation Committees (Paragraph 2.3.1), Currently the Manual provides that Vice Presidents establish Evaluation Committee members. However, the Manual is silent on the next step of the process, which is the Contracting Officer approval of committee members. The new language clarifies that the Contracting Officer reviews and approves the members of the Committee.
- 2) Sole Source Negotiations (Paragraph 2.9.3), The Manual requires that each potential sole source contract be advertised on the Airports Authority's website for a specified time, prior to award and inviting any potential offerors to submit a capability statement for consideration by the Airports Authority. The proposed change will state affirmatively that any capability Statement received will be reviewed.
- 3) Task Orders (Paragraph 3.8.1), Task Orders are issued under task contracts, which are contracts the Airports Authority utilizes when uncertain about the quantity or timing of the work that is to be performed. Revision 1 includes several changes designed to further enhance and clarify the process that is used in proposing, approving and assigning task order work.
- 4) Alignment with Statement of Functions, Eliminate references to the Airports' purchasing functions and reflect consolidation of all purchasing and procurement activities within the Procurement and Contracts Department.

## **RECOMMENDATION**

Staff recommends that the Business Administration Committee approve and recommend to the Board of Directors adoption of the revisions to the Airports Authority Contracting Manual, Fourth Edition with an effective date of June 15, 2014.

Prepared by

Office of Finance  
Procurement and Contracts Department  
May 2014

Attachment:

Draft Airports Authority Contracting Manual, Fourth Edition, Revision 1, effective June 15, 2014 (redline version compared to Fourth Edition)

## Proposed Resolution

### Amending the Fourth Edition of the Contracting Manual

WHEREAS, the U.S. Department of Transportation Office of Inspector General (OIG) issued a November 1, 2012 report (OIG Report), which contained several recommendations that the Airports Authority should address, some of which were related to procurement activities and procedures;

WHEREAS, in March 2013, in response to recommendations in the OIG Report, the Board of Directors approved the Fourth Edition of the Contracting Manual, effective April 1, 2013;

WHEREAS, the OIG has reviewed the Fourth Edition of the Contracting Manual and has suggested certain clarifications in the areas of Evaluation Committees, Sole Source Negotiations and Task Orders;

WHEREAS, the procurement and purchasing functions which currently exist at Ronald Reagan Washington National Airport and Washington Dulles International Airport are being transferred to the Procurement and Contracts Department;

WHEREAS, as a result of this consolidation of procurement and purchasing activities, certain amendments need to be made to the Contracting Manual;

WHEREAS, The Business Administration Committee has approved the draft revisions to the Fourth Edition and has recommended to the Board of Directors that it formally approve and adopt as the Fourth Edition, Revision 1 of the Contracting Manual; now, therefore, be it

RESOLVED, That the Board approves and adopts the Fourth Edition, Revision 1 of the Contracting Manual as presented for its consideration on May 21, 2014, and as it may be modified by the President and Chief Executive pursuant to Paragraph 2 of this resolution;

2. That the President and Chief Executive Officer is authorized and directed to publish the Fourth Edition, Revision 1 of the Contracting Manual in the form presented to the Board on May 21, 2014, with such modifications as are determined by the President and Chief Executive Officer to be necessary or desirable to address errors in grammar, spelling, punctuation and format and similar non-substantive matters, and as are made prior to June 15, 2014;

3. That the Fourth Edition, Revision 1 of the Contracting Manual shall be effective on June 15, 2014;

4. That the Fourth Edition, Revision 1 of the Contracting Manual shall apply to all Airports Authority solicitations issued, and other procurement actions initiated, on or after June 15, 2014, and to contracts that are executed on the basis of and following these solicitations and procurement actions; that the Fourth Edition, Revision 1 shall not apply to solicitations or other procurement actions initiated before and ongoing as of June 15, 2014, which shall continue to be governed by the Fourth Edition, but shall apply to contracts executed on the basis of and following such solicitations and procurement actions; and that the Fourth Edition, Revision 1 shall apply to contracts in effect on June 15, 2014, that were executed on the basis of and following a solicitation or other procurement action undertaken pursuant to a prior edition of the Contracting Manual, except to the extent application of the Fourth Edition, Revision 1 to any such contract would diminish, enlarge or otherwise alter a contractual right or obligation of any party to the contract, in which case the Fourth Edition of the Contracting Manual shall apply to and govern the contract to the extent necessary to avoid such alteration of right or obligation.

*For Consideration by the Business Administration Committee and  
Board of Directors on May 21, 2014*

# METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

## *CONTRACTING MANUAL – FOURTH EDITION*

### **FOREWORD**

The Metropolitan Washington Airports Authority's *Contracting Manual* (Manual) sets forth the contracting policies and procedures that the Airports Authority uses to acquire goods and services with a total dollar commitment currently set at over \$50,000 and for all construction contracting procedures. Procedures for acquisitions below \$50,000 are in the Airports Authority's *Airport Purchasing Policies and Procedures Manual*. The Manual also includes, in Chapter 6, contracting procedures for award of concession contracts and, in Chapter 10, contracting procedures for award of Federal Transit Administration grant supported contracts.

The Manual applies generally to the acquisition of goods, services and construction by the Airports Authority. It also applies to Airports Authority contracts for concessions and contracts to manage concessions at Ronald Reagan Washington National Airport and Washington Dulles International Airport or along the Dulles Toll Road. As set out more fully in the Introduction and Scope of the Manual, it does not apply (i) to circumstances that do not involve the acquisition of goods and/or services by the Airports Authority, such as grants and sponsorships provided by the Airports Authority and transactions involving real estate (such as leases (except in connection with a concession contract), easements and licenses), or (ii) to acquisitions by the Airports Authority that, by their very nature, do not require application of the Manual's contracting procedures, such as agreements with credit rating agencies, and agreements involving organizational memberships and membership dues, conferences and conference fees, and similar matters.

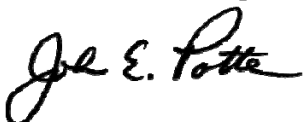
~~The Materials Management Divisions at Ronald Reagan Washington National Airport and Washington Dulles International Airport are responsible for the acquisition of goods and services that involve a dollar commitment that do not exceed \$50,000. Procedures for acquisitions by those offices are in the Airports Authority's *Airport Purchasing Policies and Procedures Manual*.~~

This ~~fourth edition~~ Revision 1 of the Fourth Edition of the Manual is effective ~~April 1, 2013~~ June 15, 2014.

The Manager, Procurement and Contracts Department, is responsible for publication and distribution of this Manual to Airports Authority division managers and above and to the public, as requested. It is also available on the Publications Section of the Airports Authority's website at [www.mwaa.com](http://www.mwaa.com). Inquiries should be directed to-

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Manager, Procurement and Contracts Department  
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Washington, DC 20001-6000  
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Numerous other Airports Authority points of contact are included in Appendix B.



John E. Potter  
President and Chief Executive Officer

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## 1.4.2 Written Justifications for Other than Full and Open Competition

Prior to award, all contracts awarded through other than full and open competition must be supported by a written justification document. The justification shall be prepared by the Contracting Officer's Technical Representative (COTR) and must include, at a minimum: identification of the document as a Justification for Other than Full and Open Competition; a description of the contracting activity; a description (including estimated price) of the goods, services or construction needed to fulfill the Airports Authority's requirements; an identification of the authority provided by this Manual to enter into the contract (indicating the applicable provision of Paragraph 1.4) through other than full and open competition; a demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires the use of other than full and open competition procedures; a description of the efforts used to ensure that bids or proposals were solicited from as many sources as possible or practicable; a determination by the Contracting Officer that the cost to the Airports Authority will be fair and reasonable; any other facts supporting the use of other than full and open competition; a listing of sources, if any, that expressed interest in the acquisition; a statement of the actions, if any, that the Airports Authority can take to avoid other than full and open competition in subsequent acquisitions; and a certification by the Contracting Officer that the justification is accurate and complete to the best of his/her knowledge and belief. Justifications must be made publicly available by posting them on the Airports Authority website within fourteen (14) days after the contract award and must remain available for a minimum of thirty (30) days.

## 1.5 CHIEF EXECUTIVE OFFICER'S AUTHORITY

The CEO has been delegated by the Board the authority to acquire the full range of goods, services and construction needed to operate and maintain the Airports, including the authority to enter into and administer contracts for such acquisitions that bind the Airports Authority, subject to and in accordance with the conditions and limitation in the Board's delegation. The CEO also has been authorized by the Board to extend existing concession contracts for up to twelve (12) months when the existing concession contract would expire prior to the date a new contract would take effect.

### 1.5.1 Delegations from CEO

The CEO has delegated certain contracting authority to various Airports Authority staff members in a Metropolitan Washington Airports Authority directive as it may be amended from time to time (Directive). This document is

available on the Airports Authority's website and by contacting the Manager, Procurement and Contracts Department.

## 1.5.2 Re-delegation of Contracting Authority

As specified in the Directive, the contracting authority delegated by the CEO to certain staff members may only be re-delegated in writing by those members to persons meeting the requirements and qualifications described in the Directive. Any re-delegation of contracting authority by a staff member may not exceed the limits of such staff member's delegated authority under the Directive.

Documentation of all contracting authority re-delegations shall be maintained by the staff members making such re-delegations, and shall include the name of the person receiving the re-delegation, the date of the re-delegation, the duration of the re-delegation, and any limitations on the re-delegation. A copy of each re-delegation shall be sent to the Manager, Procurement and Contracts Department. The Procurement and Contracts Department shall keep a centralized record of all delegations and re-delegations of contracting authority.

Only persons with a valid written delegation of contracting authority that authorizes them to contractually commit and bind the Airports Authority may enter into acquisition contracts on behalf of the Airports Authority and any related contractual instruments, such as contract modifications, change orders, task orders, delivery orders, and purchase orders.

All persons delegated contracting authority and all COTRs shall receive initial and recurring formal procurement training.

## 1.6 RESPONSIBILITIES OF PROCUREMENT ~~OFFICES~~[DEPARTMENT](#)

The procurement of all goods, services and construction for the Airports Authority and the Board shall be undertaken only by the ~~procurement offices listed below in this paragraph~~[Procurement and Contracts Department](#), or undertaken pursuant to authorization granted by ~~one of the procurement offices listed below~~[the Procurement and Contracts Department](#), in accordance with their described authorities and responsibilities.

### 1.6.1 Procurement and Contracts Department

The Procurement and Contracts Department is authorized to procure goods, services and construction ~~in excess of the dollar amounts delegated to the Materials Management Divisions as set forth in Paragraph 1.1.1 and is also responsible for specific categories of procurement actions as described in Paragraph 1.6.2.~~



The Manager, Procurement and Contracts Department, develops and provides procedures, as necessary, for concession contract solicitations and for purchases made under the *Airport Purchasing Policies and Procedures Manual*. In addition, the Manager, Procurement and Contracts Department oversees the contracting process for concession contracts to be awarded under Chapter 6 of this Manual.

**NOTE:** For solicitations funded by the FTA, see Paragraph 10.4.6 of this Manual for additional guidance on special requirements and restrictions.

### ~~1.6.2 Materials Management Divisions~~

~~The Materials Management Division at each Airport reports to the Manager, Airport Administration Department. Except as provided below, the Materials Management Divisions are authorized to procure services and property that involves a total commitment which is currently set at \$50,000 or less where the evaluation criteria are based on price only. That commitment level is subject to change as directed by the Chief Operating Officer who may also designate any exceptions to the purchasing authority of the Materials Management Divisions. Currently, the designated exceptions are that the Procurement and Contracts Department will maintain centralized responsibility for the following categories of purchases:~~

- ~~(1) Motorized vehicles, including trucks, tractors and automobiles, regardless of cost.~~
- ~~(2) Firearms, weapon systems, and ammunition, regardless of cost.~~
- ~~(3) Purchases that involve funding by federal or state grants, regardless of cost.~~
- ~~(4) Computers and related equipment, including portable and desktop computers, file servers, minicomputers, computer assisted design (CAD) systems, network equipment such as routers, bridges, hubs and repeaters, network interface cards, printers, scanners, etc. This applies to capitalized equipment in Natural Account Code 1800 (with unit prices \$10,000 or above) as well as non capital equipment in Code 6800 (less than \$10,000) with one exception. The exception is that the airports are authorized to purchase non capital equipment such as mice, keyboards, printer cartridges, tape backup systems, etc., with unit prices of \$250 or less.~~
- ~~(5) Miscellaneous office equipment consisting of facsimile (fax) machines, copiers, word processors, typewriters, stenographic equipment, and mailing/sorting equipment regardless of cost.~~

### ~~1.6.2.1 Additional Responsibilities~~

~~The Material Management Divisions have the responsibility for purchasing support for Consolidated Functions and Public Safety, within the same limitations as set forth in Paragraph 1.6.2 above.~~

### ~~1.6.2.2 Operational and Procedural Direction~~

~~The Materials Management Divisions are responsible to the Airport Administration Department Managers and ultimately to their respective Airport Managers. They are subject to the Airports Authority's *Airport Purchasing Policies and Procedures Manual*. Waiver authority for procedural issues is vested in the Manager, Procurement and Contracts Department. Requests for all construction contracts, and for services and property which are beyond Materials Management Divisions' procurement authority as set forth in Paragraph 1.6.2, shall be submitted to the Procurement and Contracts Department. Splitting requirements of the same items between two or more orders to stay within the Materials Management Divisions' authority level is not an acceptable practice. Requestors must submit requests that exceed Airport limits to the Procurement and Contracts Department.~~

### ~~1.6.3~~ 1.6.2 Emergency Purchase Authority

During hours that the Procurement and Contracts Department is not open for business, the Airport Operations Officer may authorize emergency purchases. The CEO must approve use of emergency procurement procedures that are exceptions to the standard procedures described in this Manual. Such approval should be prior to any purchase, however, if exigent circumstances exist, may be obtained as soon as possible after the purchase and must be supported by a written justification. These emergency procedures can be implemented when an urgent or critical need exists and an exception to normal procedures is necessary to prevent potential injury, bodily harm, and significant financial loss to the Airports Authority, or significant interruption of air service. Compliance with the following reporting procedures is the responsibility of the manager of the department that made the emergency procurement. If the emergency procurement is over \$10,000 and is within the CEO's contracting authority, an after-action report of the situation, including an explanation of the need to use the emergency procurement procedures, shall be submitted to the CEO within three (3) business days after the occurrence. Those emergency procurements that exceed the CEO's contracting authority require an after-action report of the situation to be submitted to the Board within three (3) business days after the action is taken. When appropriate, the report shall recommend ways to preclude recurrence of the situation that required the emergency procurement.

Evaluation Committee (EC) Members should be aware that the living wage provision at Paragraph 3.11.25 may apply.

**NOTE:** For solicitations funded by the FTA, see Paragraph 10.7.12 for additional guidance on special requirements and restrictions.

### 2.2.10 Evaluation Criteria– Technical Only

Proposals for (i) architect - engineer services, (ii) legal, financial, audit, or legislative representation professional services or, (iii) if approved by the Manager, Procurement and Contracts Department, proposals for unusual or technically demanding projects may be evaluated based solely upon technical criteria, without consideration of price. The solicitation document will clearly advise potential offerors when contractor selection will be made on technical merits exclusive of price or to establish the competitive range.

The technical criteria shall be reviewed for reasonableness by the Contracting Officer who shall ensure that the criteria are appropriate and that they will help the Airports Authority determine which is the best proposal; criteria must not be chosen to benefit one firm over other competitors.

Examples of technical information that Contractors may be requested to submit include: i) recent experience with contracts of similar dollar value, ii) evidence that they have the required specific technical capability and experience, iii) evidence such as a letter from an acceptable surety showing that the firm will be able to obtain bonds in the required amounts, iv) schedule of their current contracts, v) breakdown of their available equipment and workforce resources, and vi) the firm's latest financial statement.

Evaluation and scoring will be in accordance with any published evaluation criteria and assigned weights. See also Paragraph 2.3.2 for evaluation steps.

Based on the technical evaluation, the Airports Authority may establish a competitive range or shortlist of firms for further technical review. The Airports Authority will not use pre-set threshold scores to determine which firms are within the competitive range.

Even though a firm is selected based solely upon technical criteria, the Airports Authority retains the ability to negotiate price with that firm. The Airports Authority also retains the ability to negotiate a contract with the next highest technically rated firm in the event that price negotiations are unsuccessful with the highest technically rated firm. The final agreed-to price must be fair and reasonable.

**NOTE:** For solicitations funded by the FTA, see Paragraph 10.7.9 of this Manual for additional guidance on special requirements and restrictions.

### 2.2.11 Evaluation Criteria for Two-Step Design-Build Procurement Processes

The two-step design-build procurement process described in Paragraph 2.7.5 is a custom-designed solicitation, and the establishment of evaluation criteria and the evaluation of such criteria will be specifically described within the solicitation documents for each step of the process. Guidance for the development and evaluation of these solicitation documents shall be derived from the principles set forth in this Chapter 2.

## 2.3 EVALUATION COMMITTEE (EC)

### 2.3.1 Composition of EC

The user Vice President is responsible for ~~establishing~~recommending to the Contracting Officer the members of an Evaluation Committee when required to evaluate technical evaluation criteria. The Contracting Officer must approve all members of the EC. The size and composition of the EC shall be tailored to each individual procurement action. The EC should have a minimum of 3 voting members with a broad base of experience. For larger or complex procurements, non-voting representation from the Office of General Counsel and Equal Opportunity Programs Department may be included. The EC should include members from outside the Airports Authority office that is conducting the procurement. In addition, consultant contractors and other professionals may be requested to provide individuals to serve as EC members.

In order to ensure independent evaluations, no two voting EC members should work for the same first-level supervisor, nor shall a supervisor and a subordinate serve as EC voting members. All EC members shall be unbiased and be capable of objectively assessing the merits of the various proposals. All members of the EC shall each have one vote. The Chair of the EC may request other personnel to attend an EC meeting in an advisory capacity.

Both the COTR and the Contracting Officer shall be sensitive to potential conflicts of interest. Prior to the start of the evaluation, EC members and non-voting advisors are required to sign a written statement concerning conflicts of interest. The Authority's Code of Ethics for Employees shall be consulted when reviewing an actual or apparent conflict of interest.

### 2.3.2 Evaluation Steps

The following evaluation steps are written in language which applies to an EC doing the technical evaluation; however, if no EC is being used, the Contracting Officer or COTR doing the evaluation shall comply with the intent of these steps:



## 2.8.5 Two-Step Advertised Sealed Bids

The classic two-step procurement process may be used when there is a need to solicit un-priced technical proposals in step one followed by submittal of sealed priced bids from those who submitted acceptable technical proposals. The step one technical proposals are evaluated by the Airports Authority based on evaluation criteria that are listed in descending order of importance in the solicitation. Only offerors who submitted acceptable technical proposals will be invited to submit pricing in step two based on their technical proposals. The step two priced bids are processed in accordance with Paragraph 2.8. The Airports Authority does not normally use the two step procedure.

## 2.9 OTHER CONTRACTING METHODS

### 2.9.1 Limited Competitive Proposals

Limited competitive proposals is a contracting method that may be used when other than full and open competition procedures are authorized. It is a competitive contracting method in which the solicitation is distributed to a limited number of offerors or for which eligible offerors are limited. This method is implemented by using the RFP procedures in Paragraph 2.2 or A/E Source Selection procedures in Paragraph 2.6.

**NOTE:** For solicitations funded by the FTA, see Paragraph 10.7.14 of this Manual for additional guidance on special requirements and restrictions.

### 2.9.2 Controlled Distribution RFP

Controlled distribution RFP is another contracting method that may be used when other than full and open competition procedures are authorized. Such RFPs are issued only to Airports Authority approved firms. This method may be used only when necessary and justified for airport security reasons. Dependent upon the situation, there may be no notice or announcement of the RFP or the award.

**NOTE:** For solicitations funded by the FTA, see Paragraph 10.7.3.2 of this Manual for additional guidance on special requirements and restrictions.

### 2.9.3 Sole Source Negotiation

Sole source negotiation is another contracting method that may be used when other than full and open competition procedures are authorized. This method occurs when there is only one known or acceptable source for the item. This method is implemented by using the RFP process described in Paragraph 2.2, except for aspects of that process that do not apply, such as advertisement and distribution of the solicitation. Examples of items whose acquisition may be subject to this contracting method are provided in Paragraph 1.4.1.

For sole source Requisitions in excess of \$2,500, the requestor shall include a sole source justification with the Requisition. The justification should comply with the requirements of Paragraph 1.4.2. Advertising and market research are effective methods of locating new sources and creating a competitive environment.

Sole source justifications must be signed by the requestor's Department Manager and be approved by the Manager, Procurement and Contracts Department, with a copy maintained in the contract file.

When making a sole source contract award, it is the Contracting Officer's responsibility to negotiate a contract that is in the best interests of the Airports Authority. The Contracting Officer should carefully research the product or services and determine a fair and reasonable price. This can be done by (1) comparing the price paid on a previous purchase of the product or service, (2) by obtaining costs on similar purchases by the Airports Authority or others, or (3) by performing a cost analysis of data submitted by the offeror. The user or COTR will furnish this information by completing the pricing block on the Airports Authority's Procurement Justification form Appendix D.

Negotiations can be conducted on adding terms and conditions favorable to the Airports Authority and deleting or changing terms that are one-sided in favor of the contractor. It is important to be well prepared and to know the marketplace.

For sole source negotiation procurements under Paragraph 1.4.1 (3) that are in excess of \$200,000, notice will be published on the Airports Authority's website, no less than fifteen (15) days prior to contract award and will remain posted for a total of 30 days, along with information describing the goods or services to be acquired, including the justification, stating that the Airports Authority has determined that only one source is practicably available, identifying that sole source, stating the date on which the contract will be awarded, stating that any responsible source may submit a statement of capabilities to provide the goods or services for consideration by the Airports Authority, and stating that any such statement of capabilities must be submitted no later than the close of business on the fifteenth (15<sup>th</sup>) day after the date of publication of the above referenced notice on the website. All submissions shall be reviewed by the Airports Authority to determine if competition exists.

**NOTE:** For solicitations funded by the FTA, see Paragraph 10.4.6.9 and 10.6.3.1 of this Manual for additional guidance on special requirements and restrictions.

performance, provision must be made for appropriate surveillance by Airports Authority personnel to provide reasonable assurance that wasteful methods are not being used. Such contracts are used only after a finding that such method of contracting is likely to be less costly than other methods, and it is impractical to secure the necessary goods or services without the use of this type of contract.

### **3.7 INCENTIVE CONTRACTS**

Incentive contracts are designed to harness the profit motive to stimulate the contractor to perform at a lower cost, to produce a better product or service, or to cut down lead time in delivery dates. It is a goal when utilizing incentive contracts to impact the contractor's management decisions throughout the performance of the contract. Care must be taken to ensure that the contract is so structured that any contract options are fair from both the contractor and the Airports Authority's point of view. The incentive contracts can be categorized in two ways: those in which the contractor's additional profits or losses are determined on an objective basis or those contracts in which the contractor's profit or loss is determined in a subjective manner. The fixed-price-incentive contract and the cost-plus-incentive-fee contract are examples in the objective category, while the cost-plus-award-fee contract is the predominant type in the latter category.

### **3.8 TASK CONTRACTS**

Task contracts allow the Airports Authority to acquire an indefinite quantity, within stated limits, of supplies or services, including construction services, during a fixed period, with deliveries or performance to be scheduled by placing orders with the contractor after the Airports Authority's requirement is defined.

The Airports Authority may make multiple awards of a Task Contract to firms capable of performing the work described in the Task Contract's statement of work. The scope of the Task Contract may be broad but not unlimited. Work beyond the scope of the Task Contract may not be performed under the Task Contract and must be handled as a new procurement.

#### **3.8.1 Use of Task Contracts**

The Airports Authority utilizes Task Contracts as a means of support for supply, services and construction requirements. They may be used when appropriate to provide a contractual framework for recurrent needs, and when needs must be met on a relatively short-term time-frame. Efficiency results from reduced solicitation time and streamlined SOWs compared to the time required if each individual task was competed using full and open competition procedures. Another important efficiency of Task Contracts is in getting the work completed on an expedited schedule.

Consideration should be given to identifying whether time or cost is the most limiting factor and which procurement method is most likely to yield the greatest benefit. Coordination between the requestor and the Contracting Officer regarding applicability of a Task Contract, extent of competition, and proposed LDBE participation, if applicable, is necessary. The overarching objective is satisfying the Airports Authority's objectives consistent with the legal obligation to utilize full and open competition.

#### **3.8.2 Guidelines for Using Task Contracts**

##### **(1) Task Contracts**

For Task Contracts for standby construction services, multiple contracts may be awarded on a competitive basis to support mission requirements. Each Task Contract may not exceed \$2 million per year, except upon approval of the Manager, Procurement and Contracts Department. CCP construction is also authorized two Task Contracts each at \$4 million per year to handle mission requirements. The need for multiple Task Contract awards will be a joint determination between the requesting office and the Procurement and Contracts Department.

For Task Contracts for other goods and services, multiple contracts may be awarded on a competitive basis. Factors that may be considered in determining the number of contracts to be awarded include: (i) the scope and complexity of the requirements; (ii) the expected duration and frequency of Task Orders; (iii) the mix of resources and skills a contractor must have to complete Task Orders; and (iv) the ability to maintain competition among the awardees through the contracts' period of performance.

For standby construction services, as well as other goods and services, a single Task Contract may be awarded if: (i) only one contractor is deemed capable of providing performance at the level of quality required because the services are unique or highly specialized; (ii) the Contracting Officer determines that the market is such that more favorable terms and conditions, including price, will be obtained if a single award is made; (iii) the expected cost of the administration of multiple contracts will outweigh the expected benefits of multiple awards; (iv) the projected Task Orders are so integrally related that only a single contractor can reasonably perform the work; or (v) multiple awards would not be in the best interests of the Airports Authority.

Task Contracts may be issued for a not to exceed one year base period with two pre-priced one-year options unless an alternate arrangement is justified.

Competition for Task Contracts will be solicited on a full and open competition basis using price and, if

required, technical evaluation criteria. Dependent upon the nature of the work, efforts will be made to solicit pricing on the basis of estimated quantities of standard units of work. This will facilitate pricing the follow-on work assignments. As an alternative to standard units of work, price competition may involve pricing estimated hours of various disciplines for which a requirement is anticipated. Architect/Engineering Task Orders are an exception; in accordance with standard procedures, A/E contracts will not be competitively priced.

The technical evaluation criteria will be evaluated based on written submittals unless it is determined to also require oral presentations by short-listed firms. Examples of technical information that contractors may be requested to submit for evaluation include: (i) recent experience with contracts of similar dollar value; (ii) evidence that they have the required specific technical capability and experience; (iii) a technical proposal that describes how they will satisfy the Airports Authority's requirements as described in the Statement of Work; (iv) a schedule of their current contracts; (v) a breakdown of their available equipment and workforce resources; (vi) their latest financial statement; and (vii) evidence, such as a letter from an acceptable surety, showing that the contractor will be able to obtain bonds in the required amounts.

(2) Issuance of Task Orders

(a) All Task Orders must fall within the general scope of the underlying Task Contract. Task Orders outside the general scope of the underlying Task Contract shall not be issued and shall be handled as a new procurement.

~~(b) — After award of a Task Contract to a single contractor, the COTR may request that an individual work assignment (Task Order) be issued in order to secure a Task Order against the Task Contract. To secure a Task Order, the COTR shall forward submit the following to the Contracting Officer: a detailed statement of work; an independent cost estimate, a proposal from the contractor, a determination that or the COTR's estimate of the value (cost) of the contractor's estimated price work; documentation of the budgeted funding source; and quantities for the work to be performed are fair and reasonable, and a Requisition with necessary funds. Based upon this information, the a procurement justification (if required). After reviewing the COTR's request for a Task Order, the Contracting Officer shall determine whether the Task Order may be issued and, if so, shall must provide in writing the basis for the determination.~~

~~(e)(b) After award a written statement of a Task Contract work to multiple contractors, in order to secure the contractor and request a Task Order, the COTR shall forward to proposal. Upon receipt of the proposal, the Contracting Officer the same information set out in subparagraph (b); except that the contractor's proposal that is forwarded to the Contracting Officer shall be the may send a copy of the technical proposal obtained to the COTR. The COTR must review and evaluate the technical proposal to determine if the proposal meets the needs of the Airports Authority and, if so, the COTR shall provide the Contracting Officer with a Memorandum of Evaluation, a procurement justification (if required) and an in-scope checklist. Based on a review of the documentation provided by the COTR, when required under subparagraph (d) below, as a result of having provided each task contractor a fair opportunity to be considered for the Task Order. Based upon this information, the Contracting Officer shall determine makes an independent determination as to whether the Task Order may be issued and, if so, shall provide in writing the a written basis for the determination.~~

(c) After award of a Task Contract to multiple contractors, in order to secure a Task Order against the Task Contract, the COTR shall submit the following to the Contracting Officer: a detailed statement of work; an independent cost estimate or the COTR's estimate of the value (cost) of the work; documentation of the budgeted funding source; a procurement justification (if required) and the requirements to fulfill the provision of fair opportunity to multiple contractors. After reviewing the COTR's request for a Task Order, the Contracting Officer must provide a written statement of work to the contractors and request proposals. Upon receipt of the proposals, the Contracting Officer may send copies of the technical proposals to the COTR. The COTR must review and evaluate the technical proposals to determine if the needs of the Airports Authority are fulfilled. The COTR must document the evaluation of each proposal and the recommended selection of a contractor, using a documented decision tool. Following this evaluation and selection, the COTR shall provide the Contracting Officer with a Memorandum of Evaluation, the documented decision tool, a procurement justification (if required) and an in-scope checklist. Based on a review of the documentation provided by the COTR, the Contracting Officer makes an independent determination as to whether the Task Order may

be issued and, if so, shall provide a written basis for the determination.

- (d) The procedures to be followed for issuance of Task Orders shall be established by the Procurement and Contracts Department and shall be followed by COTRs and Contracting Officers. In developing these procedures, the Procurement and Contracts Department shall work closely with the offices that utilize Task Contracts. These procedures may establish different Task Order issuance procedures for different types of Task Contracts and for different types of Task Orders based, for example, on size or cost.

The procedures developed by the Procurement and Contracts Department shall include, among other things, the following:

- (i) a requirement, for all Task Orders, including those with single and multiple contractors, with an estimated cost above \$200,000, that proper justification is included by the COTR in the information submitted to the Contracting Officer under subparagraph (b) or (c) as to why the work should be performed under a Task Order rather than under a separate new contract;
- (ii) a requirement, for Task Orders with an estimated cost in excess of \$200,000 to be issued under a standby construction services Task Contract with multiple contractors, that an opportunity to submit a price proposal be given each contractor capable of undertaking the Task Order work and that the proposal of the contractor recommended by the COTR be included in the information submitted by the COTR to the Contracting Officer under subparagraph (c);
- (iii) a requirement, for Task Orders with an estimated cost above \$10,000 to be issued under a non-construction Task Contract with multiple contractors, that notice be provided to each contractor by the COTR of the intent to issue a Task Order which shall include a clear description of the work to be performed under the Task Order and the requirements of the work, and the basis upon which the selection of a contractor will be made, and that each contractor be provided the opportunity to submit a proposal for the work;
- (iv) a provision that, when reviewing Task Order proposals from multiple contractors,

the COTR may consider the following factors: a task contractor's past performance on earlier Task Orders under the Task Contract, including quality, timeliness and cost control; the potential impact of awarding the Task Order to a contractor on its performance of other Task Orders that have been issued to it; and any minimum guarantees in the Task Contract; and

- (v) a provision that authorizes a Contracting Officer to authorize a COTR to issue a ~~telephonic "call order," which is to be followed by the submission of the~~ Task Call Order ~~information described in subparagraph (b) or (c),~~ in accordance with ~~call order~~ Task Call Order procedures established by the Procurement and Contracts Department.
- (e) A Task Order may be awarded under a Task Contract with multiple contractors without providing an opportunity for all such Contractors to be considered in the following situations: the Airports Authority's need is so urgent that providing the opportunity would result in unacceptable delays; only one ~~task~~ Task contractor is capable of providing the supplies or services at the level of quality required because the supplies or services ordered are unique or highly specialized; the ~~order~~ Task Order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the ~~contract~~ Task Contract, provided all task contractors were given a fair opportunity to be considered for the original order; and ~~or~~ it is necessary to place an order to satisfy a minimum guarantee.

### **3.9 PURCHASE OF GOODS INDEFINITE DELIVERY CONTRACTS**

Indefinite delivery type contracts are bilateral agreements which reserve to the Airports Authority the right to specify at a time subsequent to the execution of the contract, when and in some cases in what amounts and to where, the contractor is to make deliveries under the contract. The principal advantage of this type of contract is in the savings in handling and warehousing costs and the conservation of space. The method of pricing can be firm-fixed-price, or fixed-price with economic price adjustment. When appropriate, minimum and maximum limits on the size of each order can be set. There are three types of indefinite delivery type contracts: the definite quantity contract, the indefinite quantity contract, and the requirements contract. Procedures for the use of these



### 6.2.2.2 Preparation of Invitation for Bids

An IFB requires that careful attention be given to its preparation because it is difficult to change the contract terms after bids are opened. For example, deficiencies in the description of the Airports Authority's requirements for the concession operations should be corrected prior to bid opening in order to avoid the costly and time-consuming process of re-advertising. Careful preparation of the IFB is the key to preventing many of the problems that are encountered in advertised sealed bid procurements. In general, the IFB will include the same items described in Paragraph 6.2.1.2 for RFP content.

### 6.2.2.3 Opening of Bids/Pre-Award

Unlike the RFP process, when using an IFB, the Airports Authority will publicly open the bids. The Contracting Officer will verify the time from the Procurement and Contracts Department date/time clock. When the time for opening has arrived, the Contracting Officer personally and publicly opens all bids received prior to that time and reads them aloud to all bidders present. The following information will be read aloud: (1) bidder's name; and (2) the financial offer. The Contracting Officer shall prepare an Abstract of Offers that includes verification of bid bond receipt and acknowledgment of receipt of amendments. Neither responsiveness nor responsibility determinations are made at the public bid opening.

### 6.2.2.4 IFB Determination of Responsiveness

After the bid opening, the Contracting Officer is required to evaluate the apparent successful bid to verify that it is responsive to the solicitation. The general rule is that deviations that go to the substance of the bid may not be waived or corrected after opening unless the deviation is only a minor irregularity or informality. A deviation goes to the substance of the bid when it alters the financial offer, quantity, quality or delivery of the concession services offered. If the defects amount to only a minor informality or irregularity, then the Contracting Officer may allow the bidder the opportunity to cure or merely waive the informality or irregularity where it is to the advantage of the Airports Authority to do so. A minor irregularity is one that is merely a matter of form or is some immaterial variation from the exact requirements of the IFB, having no effect or merely a trivial or negligible effect on financial offer, quality, quantity or delivery of the concession services being procured, and the correction or waiver of that would not affect the relative standing of, or be otherwise prejudicial to other bidders. Prejudice will not be found from the mere fact that correction or waiver will allow the offeror to remain in the competition. Examples of minor informalities or irregularities that may be cured include the failure of the bidder to return the requested number of copies of the signed bid, or a bidder's failure to furnish a statement concerning its organization.

In contrast to the above examples wherein the irregularity could be waived, any bid that fails to conform to the essential requirements of the IFB must be rejected. Likewise, any bid that does not conform to the contract requirements shall be rejected. Substitution or addition of the bidder's own contractual terms, taking exception to any of the terms and conditions, failure to submit a valid and acceptable bid bond if required in the IFB, failure to sign the bid, or failure to acknowledge receipt of an amendment (see Paragraph 2.2.6 for additional information about acknowledgements), may make a bid non-responsive.

Although performance guarantees are not submitted with the contractor's bid, when they are received from the apparent successful bidder, they shall be verified as acceptable in form and substance by the Contracting Officer. Any problem must be immediately resolved or the bid will be rejected.

## 6.2.3 **Types of Solicitations - Sole Source Negotiation**

This is a concession procurement method that is other than full and open competition. It occurs when there is only one responsible or one practicable source for the concession and there is no other source that will satisfy the Airports Authority's requirements.

The following are examples of situations in which the Airports Authority may use this sole source negotiation method to procure a concession directly from a sole source:

- (1) Unique or Innovative Concepts. The source of the supplies or services demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel or changed concept, approach or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and the concept, approach or method is available to the Airports Authority only from one source and has not in the past been available to the Airports Authority from another source.
- (2) Patents or Restricted Data Rights. The existence of patents or restrictions arising from intellectual property or other proprietary rights preclude competition and make supplies or services available only from a single source.

Sole source concession contracts, because they involve other than full and open competition, must be approved by the Board prior to award. If a sole source is contemplated, a sole source justification must be submitted by the Contracting Officer to the Manager, Procurement and Contracts Department. The justification must include the information required by Paragraph 6.1.7. Advertising and

market research are effective methods of locating new sources and creating a competitive environment. Contracting Officers shall advertise sole source requirements and maximize their market research efforts to find alternative sources.

Sole source justifications must be signed and approved by the Manager, Procurement and Contracts Department, with a copy maintained in the contract file. In entering into a sole source contract for a concession opportunity, it is the Contracting Officer's responsibility to negotiate a contract that is in the best interests of the Airports Authority. The Contracting Officer should carefully research the concession opportunity and determine what is a fair and reasonable financial offer. This can be done by (1) comparing financial offers for previous concession contracts for the same or similar concession, both with the Airports Authority and with other airports; or (2) by performing an analysis of financial offer data submitted by the offeror.

For sole source negotiation procurements in excess of \$200,000, notice will be published on the Airport's Authority's website, no less than fifteen (15) days prior to contract award, and will remain for a total of thirty (30) days, along with information describing the procurement, including the justification, stating that the Airports Authority has determined that only one source of the item is practicably available, identifying that sole source, stating the date on which the contract will be awarded, and stating that any responsible source may submit a statement of capabilities, along with a proposal or quote, no later than ~~the~~ close of business on the business fifteenth (15<sup>th</sup>) day immediately prior to after the date of contract award publication of the above-referenced notice on the website. All submissions shall be reviewed by the Airports Authority to determine if competition exists.

Negotiations can be conducted on adding terms and conditions favorable to the Airports Authority and deleting or changing terms that are one-sided in favor of the contractor. It is important to be well prepared and to know the marketplace.

## **6.2.4 Types of Solicitations – Combined/Modified Solicitations**

It is the Airports Authority's intent that the solicitation methods described in this chapter are used in the manner in which they are described herein. However, if there is a particular situation wherein none of the solicitation processes described herein reasonably satisfies the need, then with the approval of the Procurement and Contracts Department Manager and in coordination with the Office of General Counsel, necessary adaptations may be made for an individual case. In such an instance, both the solicitation announcement and the solicitation itself must describe the variance from the standard process as described in this Manual.

## **6.2.5 Preparation of Solicitations and Draft Contracts**

### **6.2.5.1 Contract Term**

The length of the contract term for concession contracts will be appropriate for the type of concession. The concession contract may include a base contract term and one or more option periods to be exercised at the Airports Authority's sole discretion.

### **6.2.5.2 Performance Guarantees**

Each concession contract will, unless otherwise approved by the Contracting Officer, require the contractor to guarantee its performance of the contract. This performance guarantee may be provided in the form of a bond, letter of credit, cash, or other form permitted by the contract. Unless otherwise approved by the Vice President and Airport Manager or the Vice President for Business Administration, the amount of the performance guarantee will be fifty percent (50%) of the minimum annual guarantee or previous year's total payment to the Airports Authority, whichever is greater.

### **6.2.5.3 Solicitation Response Time**

The response time is the period of time between the date of issuance of a solicitation and the date set for receipt of proposals. The Airports Authority will consider factors such as the following in determining the response time to be provided:

- (1) Urgency of the Airports Authority's need for the services;
- (2) Complexity of the solicitation;
- (3) Estimated cost of preparing the proposals or offer;
- (4) Extent of subcontracting anticipated;
- (5) Geographic distribution of potential offerors;
- (6) Normal time for mail transmission of both solicitations and submittals; and
- (7) Other related factors, such as avoiding having the due date fall on a Monday or the day following a holiday.

### **6.2.5.4 Pre-Proposal Conference / Site Visit**

When appropriate and based on the type of concession solicitation, the Airports Authority may establish a date and time for a pre-proposal conference and site visit. This normally will occur at the airport(s) where the concession will be located, soon after the solicitation is issued. This provides an opportunity for the Airports Authority to

### 6.2.17 Single Response to a Solicitation

Even though multiple sources exist and are solicited through full and open competition, there are occasions when only one response is received for a solicitation. This shall not be treated as a sole source. However, in such cases, the Contracting Officer will investigate to determine why other offerors did not respond and make a determination whether to award or to reject the proposal and re-solicit. The Contracting Officer may negotiate with the single offeror with the written approval of the Manager, Procurement and Contracts Department. Prior to award, the Contracting Officer shall make a written determination that the contract terms are fair and reasonable.

### 6.2.18 Opening Proposals

Public openings of proposals submitted in response to RFPs are not required. After the closing date and time for receipt of proposals, the Contracting Officer, or his/her representative, shall open the proposals in the presence of the Procurement and Contracts Department coordinator. The Contracting Officer, or his/her representative, and the Procurement and Contracts Department coordinator shall initial each proposal.

### 6.2.19 Clarifications

Clarifications may be requested from an offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Such clarifications are related to a conformity determination as discussed in Paragraph 6.2.20. Clarifications may also be requested during the proposal evaluation process. Clarification is achieved by explanation or substantiation, either in response (written or oral) to the Contracting Officer's or EC's inquiry. Uncertainties as to the financial offer or technical aspects of proposals may be resolved through clarification. Unlike discussion, clarification does not give the offeror the opportunity to revise or modify its proposal, except for correction of apparent clerical mistakes or eliminating minor irregularities. Clarifications need not be requested from all offerors.

### 6.2.20 Review of Proposals – Conformity Determination

The conformity determination begins after opening of the proposals and it continues until the contract is awarded. The general rule is that substantial deviations from the solicitation requirements cannot be waived or corrected after opening. A substantial deviation is one that goes to the substance of the proposal when it materially alters the financial offer, quantity, quality, delivery or performance. If the defect amounts to only a minor informality or irregularity, then the Contracting Officer may request clarification as described in Paragraph 6.2.19.

The conformity determination shall include verifying the proposal's compliance with the following requirements:

- (1) Proposal submitted to the Procurement and Contracts Department by the deadline date and time. See paragraph 6.2.11 for treatment of late proposals.
- (2) Submitted a hand-signed proposal form.
- (3) Proposal includes no material conditions, limitations or other qualifying statements unless allowed by the solicitation.
- (4) Acknowledge receipt of all amendments. The acknowledgement may take several forms. The preferred method is for the amendment to be listed by number and date on the Solicitation, Offer and Award form. Alternatively, the amendment form itself may be signed and returned with the Proposal submittal or on an earlier date to the Procurement and Contracts Department. There may also be a constructive acknowledgement of an amendment determined by the Contracting Officer from the circumstances surrounding the submittal of the proposal, e.g. submittal of a proposal with a form that was distributed with an amendment. The Contracting Officer must be able to conclude from the circumstances that the offeror has bound itself to the terms of the amendment. In addition, failure to acknowledge that involves only a matter of form or has either no effect or merely a negligible effect on financial offer, quantity, quality, delivery or performance of the proposed concession will not be considered non-conformance.
- (5) Submitted its commitment to achieving the ACDBE participation goal or a Request for Good Faith Efforts waiver of the ACDBE participation goal, as required by the solicitation.

Any proposals determined by the Contracting Officer to be in material non-conformance with the solicitation must be eliminated from the competition and a certified letter with specific comments concerning the reason for non-conformance should be sent to the offeror within five (5) business days from the date eliminated from competition.

## 6.3 PROPOSAL EVALUATION

### 6.3.1 Composition of Evaluation Committee

The Vice President for Business Administration or the appropriate Vice President and Airport Manager is responsible for ~~establishing~~[recommending to the Contracting Officer](#) an EC when required to evaluate concession RFP proposals. [The Contracting Officer must approve all members of the EC.](#) The size and composition

of the EC shall be tailored to each individual concession procurement action. The EC should have a minimum of three voting members with a broad base of experience. For larger or complex concession procurements, non-voting representation from the Office of General Counsel and Equal Opportunity Programs Department may be included. The EC should include members from outside the Airports Authority office that is conducting the procurement. In addition, consultant contractors and other professionals may be requested to provide individuals to serve as EC members.

In order to ensure independent evaluations, no two voting EC members should work for the same first-level supervisor, nor should a supervisor and a subordinate serve as EC members. All EC members shall be unbiased and be capable of objectively assessing the merits of the various proposals. All members of the EC shall each have one vote. The Chair of the EC may request other personnel to attend meetings in an advisory capacity.

### 6.3.2 Evaluation Process

- (1) The Contracting Officer furnishes the Chair of the EC copies of the proposals (the Contracting Officer retains the originals) for distribution to EC members. The Chair distributes the proposals along with the evaluation criteria and assigned points.
- (2) The EC Chair shall establish a schedule for review and evaluation of proposals. It is important that all voting members attend meetings in which there is discussion of the proposals. Voting members who are unable to attend a meeting must first obtain the EC Chair's approval.
- (3) Adjectival descriptions shall be developed and used for the scoring range for each evaluation criterion. For example, if the range for a criterion has 100 points available, a score of 90 to 100 points could be labeled "Outstanding" and the range of 80 to 89 could be labeled "Very Good," etc.
- (4) Financial Offer information included with the concession proposals shall be provided to the EC with the proposals unless otherwise directed by the Contracting Officer.
- (5) EC members shall evaluate each proposal against the evaluation criteria. The Chair of the EC and the Contracting Officer shall assure that scoring approaches used are consistent for all proposals. Although scoring is a matter of subjectivity, the EC member's judgment must be based on fact as presented in the proposal. In addition, consideration will be given to any presentations made by the offerors to the EC as well as site visits and references. An offeror shall not be penalized due to lack of experience with the Airports Authority itself, but may be judged, among other considerations, on the relevancy of its experience and expertise wherever it occurred. Likewise, an offeror shall not be given an unfair advantage or disadvantage of points simply because of a previous contract relationship with the Airports Authority. However, the relevancy of such experience and its quality in terms of the RFP's scope of work may be judged.
- (6) Prior to the start of evaluation, the Contracting Officer shall ensure that the EC members have a common understanding of how the proposals are to be evaluated and scored. Only the evaluation criteria shown in the solicitation shall be used for the evaluation. Also, the relative order of importance of the evaluation criteria cannot be changed from that in the solicitation.
- (7) Working alone, the EC Members review the proposals, make notes concerning the strengths and weaknesses of each proposal with respect to each evaluation criterion, and assign tentative scores in as impartial and objective a manner as possible to each criterion. EC Members should carefully document any areas of noncompliance with the specific requirements stated in the RFP. After each member has completed evaluation of all proposals, the EC will hold an organized discussion of the strengths and weaknesses of each proposal in terms of the evaluation criteria. In the event of vague or conflicting language in a proposal, an evaluator may request the Contracting Officer to secure clarification from the offeror (see Paragraph 6.2.19). Minor technicalities pertaining to noncompliance may be waived.
- (8) When the financial offer is a factor, the following approach will be used by the Contracting Officer for assigning points to the financial offer criterion unless a different methodology is approved by the Manager, Procurement and Contracts Department. The highest financial offer proposal that conforms to the solicitation is awarded the maximum number of points for price. All other conforming proposals are prorated based upon the ratio of the highest financial offer to each of the lower financial offers. For example, financial offers of \$100 and \$90 are received and the maximum score available for the highest financial offer is 60 points. The \$100 offer will receive the full 60 points, while the points for the other offer are calculated as follows:
 
$$\frac{100}{60} = \frac{90}{x}$$

$$100x = 5400$$

$$x = 54 \text{ points for the } \$90 \text{ offer.}$$



## APPENDIX A AIRPORTS AUTHORITY DEFINITIONS

**Authority Debarment Judge Decision (ADJD)** -- Decision made by the Authority Debarment Judge whether or not to debar a contractor.

**Airport Improvement Program (AIP)** -- A Federal Aviation Administration program established pursuant to 49 U.S.C. 47101 et seq. which provides federal grant funding for selected Airport improvements.

**Airports Authority Debarment Judge (ADJ)** -- An individual selected by the Airports Authority's General Counsel from an impartial source, meaning current or former employees of the suspension and debarment organizations of federal, state and/or local governments or public entities, the American Arbitration Association, the Federal Mediation and Conciliation Service, former federal or state judges or other similar individuals, to serve on one or more suspension or debarment matters and/or for a fixed period of time to handle suspension and debarment matters.

**Amendment** -- Document that is issued to change a solicitation.

**Airports Authority** -- Metropolitan Washington Airports Authority.

**Best and Final Offer (BAFO)** -- An opportunity which may be extended to offerors within the competitive range to submit a revised offer.

**Bid** -- An offer of specific goods or services at a specified price, for a specified period of time; generally relates to competitively bid contracts which are awarded based on price. A bid is a binding offer to perform.

**Bidder** -- Person or firm that submits a bid in response to an Invitation for Bids (IFB). Note, the term "offeror," when used without the term "bidder" and when the context warrants, includes both bidders submitting responses to IFBs and offerors submitting responses to RFPs.

**Blanket Purchase Order (BPO)** -- An order between the Airports Authority and an external source that allows the Airports Authority to order future goods or services on a repetitive basis, and to be billed for the goods or services received on an as ordered basis.

~~**Call Order Contract** -- Type of indefinite delivery contract that because of its low cost and non-complex nature, can be afforded cost-efficient expedited handling.~~

**Capital Construction Program (CCP)** -- The Airports Authority's major construction program involving capital improvements at both Airports.

**Capitalized Item** -- Items that have an acquisition cost of \$10,000 or more, recorded individually in the property record and in the appropriate General Ledger account so that their value may be depreciated separately. Examples are general/special purpose vehicles, photo copiers, radio equipment, computer equipment, snowplows, runway friction testing equipment, and leased equipment (more than 30 day period).

**Certificate of Appointment** -- The document that authorizes an individual to execute and administer, on behalf of the Airports Authority, contracts and other contractual instruments such as modifications, change orders, task orders, delivery orders, purchase orders, and blanket purchase orders, subject to any limitations set forth in the certificate.

**Certification** -- The process by which a business enterprise is determined to be an eligible Disadvantaged Business Enterprise (DBE) under 49 CFR Part 23 and Part 26, as amended or a Local Disadvantaged Business Enterprise (LDBE) under the Airports Authority's LDBE Program.

**Claim** -- A written demand or assertion by one of the contracting parties seeking, as a matter of right, the payment of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. An invoice or other request for payment that is not in dispute when submitted is not a claim although it may be converted into one if the amount is disputed or it is not acted upon in a reasonable time.

**Competitive Range** -- After submittal and evaluation of proposals, the Competitive Range is comprised of those offerors that submitted the most highly rated proposals have a reasonable chance to be awarded the contract.

**Conforming Offer** -- An offer that complies in all material respects with the Airports Authority's solicitation. See Paragraph 2.2.6 for additional information.

**Construction** -- Construction, demolition, alteration, or repair of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include but are not limited to improvements of all types, such as bridges, plants, streets, tunnels, sewers, power lines, pumping stations, airport facilities, terminals, and breakwaters. Construction excludes the manufacture, production, furnishing, alteration, repair, or assembling of personal property.

**Contract** -- A mutually binding legal agreement between the Airports Authority and an external source to obtain goods, construction or services under specified terms and conditions. A purchase order or a blanket purchase order when accepted by a vendor, is a type of contract.

**Contracting Officer (CO)** -- An individual who has been issued a Certification of Appointment with formally delegated written authorization to commit the Airports Authority by entering into contracts and other contractual instruments such as modifications, task orders, delivery orders, purchase orders, and blanket purchase orders.

**Contracting Officer's Technical Representative (COTR)** -- An individual possessing technical expertise with respect to the contractual work being performed who has been delegated the responsibility for monitoring contractor performance and supporting the Contracting Officer.

**Contractor** -- An individual or company that has a contract with the Airports Authority to provide goods, construction, or services; synonymous with supplier and vendor.

**Day** -- Refers to a calendar day unless otherwise stated.

**Debarment** -- An exclusion from contracting and subcontracting with the Airports Authority for a specified period of time.

**Determination to Debar (DTD)** -- Formal notification that a contractor has been debarred as of the date of the determination.

**Disadvantaged Business Enterprise (DBE)** -- A small business concern that is at least 51 percent owned and controlled by one or more socially and economically-disadvantaged individuals, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically-disadvantaged individuals. In addition, a DBE firm's management and daily business operations must be controlled by one or more of the socially and economically-disadvantaged individuals who own it and who are citizens or lawful permanent residents of the United States. See Paragraph 4.2 for a more complete definition.

**Dispute** -- A dispute exists between the contracting parties when they have been unsuccessful in resolving a claim submitted by one party.

**Evaluation Committee (EC)** -- Committee established when required to evaluate technical evaluation criteria.

**Free On Board (FOB)** -- This term is used in conjunction with a physical point to determine the point at which title for goods passes to the buyer.

**Free On Board At Origin (FOB Origin)** -- The vendor places the goods on the conveyance by which they are to be transported and the title passes to the Airports Authority when the goods are loaded.

**Free On Board At Destination (FOB Destination)** -- The vendor is responsible for delivery of the goods to the specified delivery destination. Title passes to the Airports

Authority when the goods arrive at that location (e.g., the warehouse receiving dock).

**Invitation for Bids (IFB)** -- The solicitation document used to solicit advertised sealed bids for goods, construction, or services.

**Local Disadvantaged Business Enterprise (LDBE)** -- A business that is independently owned and operated; not dominant in its field of operation; is a small business under the Airports Authority's small business standards; and physically located within a 100 mile radius of the District of Columbia's zero mile marker. See Paragraph 4.3 for a more complete definition.

~~**Materials Management Division** -- The office at each Airport, which reports to the Airport Administrative Department, and is authorized and responsible for purchasing services and property subject to an overall limit currently set at \$50,000 or less. That limit is subject to change and there are exceptions to the limits as described in Paragraph 1.6.2.~~

**May** -- Denotes the permissive. However, the words "no person may..." mean that no person is authorized or permitted to do the act described.

**Modification** -- Any written change to a contract.

**Negotiated Contract** -- A contract awarded as a result of evaluation or negotiation after receipt of proposals, or as a result of the receipt of best and final offers.

**Non-Capitalized Assets** -- Items which have an acquisition cost of \$2,500 or more but less than \$10,000, and are recorded individually in the property record for property management and control purposes only. Examples are special purpose/systems furniture, medical/dental equipment, household furniture/appliances, special purpose vehicles, marine equipment, shop equipment/tools, commissary/kitchen equipment, emergency readiness equipment, training equipment, landscaping/lawn equipment, and leased equipment (more than 30-day period).

**Non-Conformance** -- Exists when a proposal includes a substantial deviation from the solicitation that goes to the substance of the offer and causes it to not comply with the requirements of the solicitation relating to price, quantity, quality, delivery or performance.

**Notice of Pending Debarment (NPD)** -- Notification to a contractor that debarment is being considered.

**Offer** -- A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. This is a generic term that includes proposals that are submitted in response to an RFP and bids that are submitted in response to an IFB.

**Supplier** -- An individual or company that sells goods or services; synonymous with vendor and contractor.

**Suspension** -- An exclusion from contracting or subcontracting with the Airports Authority for a reasonable period of time prior to the initiation and during the pendency of the debarment process.

**Task Call Order** -- A directive to commence work issued under a Task Contract that contains an ordering provision.

**Task Contract** -- An indefinite delivery contract providing an in-place contractual arrangement with one or many competitively selected contractors that is or are ready, willing and able to undertake a number of jobs, or individual tasks, of the nature described in the contract's statement of work.

**Task Order** -- The means used to define and authorize jobs or tasks to be performed by a contractor under a Task Contract.

**Unified Certification Program (UCP)** -- Once certified by the Virginia UCP, a firm's DBE certification will be accepted by all recipients of U.S. Department of Transportation grant funds within Virginia.

**Vendor** -- An individual or company that sells goods or services; synonymous with supplier and contractor.

**Will** -- Denotes an action that is to occur in the future.

## APPENDIX B POINTS OF CONTACT

### **B.1 *PROCUREMENT AND CONTRACTS DEPARTMENT*** ~~(MA-29)~~

Procures all goods, services, and construction ~~that involve a total commitment currently set at over \$50,000 for goods and services and for all construction contracts.~~ the Airports Authority.

Metropolitan Washington Airports Authority  
Procurement and Contracts Department ~~(MA-29)~~  
1 Aviation Circle  
Washington, DC 20001-6000  
Phone (703) 417-8660

### ~~**B.2 *MATERIALS MANAGEMENT DIVISIONS***~~

~~The Materials Management Divisions at Ronald Reagan Washington National and Washington Dulles International Airports procure goods and services that involve a total commitment currently set at \$50,000 or less.~~

~~B.2.1 Metropolitan Washington Airports Authority  
Materials Management Division (MA-133)  
Ronald Reagan Washington National Airport  
Washington, DC 20001-4901  
Phone (703) 417-8026~~

~~B.2.2 Metropolitan Washington Airports Authority  
Materials Management Division (MA-238)  
Washington Dulles International Airport  
P.O. Box 17045  
Washington, DC 20041-0001  
Phone (703) 572-2920~~

### ~~**B.3**~~ **B.2** ***CONCESSIONS AND PROPERTY DEVELOPMENT*** ~~(MA-430)~~

Enters into concession contracts for the provision of goods and services to airport users except as noted in B.4 below.

Metropolitan Washington Airports Authority  
Concessions and Property Development Department ~~(MA-430)~~  
1 Aviation Circle  
Washington, DC 20001-6000  
Phone (703) 417-8755

### ~~**B.4**~~ **B.3** ***AIRPORT ADMINISTRATION DEPARTMENTS***

Enters into concession contracts for ground transportation, rental car, fixed base operation, and parking at the respective airports.

B.4.1 Metropolitan Washington Airports Authority  
Airport Administration Department ~~(MA-130)~~  
Ronald Reagan Washington National Airport  
Washington, DC 20001-4901  
Phone (703) 417-8022

B.4.2 Metropolitan Washington Airports Authority  
Airport Administration Department ~~(MA-230)~~  
Washington Dulles International Airport  
P.O. Box 17045  
Washington, DC 20041-0001  
Phone (703) 572-2905

**~~B.5~~B.4 *EQUAL OPPORTUNITY PROGRAMS DEPARTMENT* ~~(MA-410)~~**

Manages the Airports Authority's Disadvantaged Business Enterprise and Local Disadvantaged Business Enterprise Programs.

Metropolitan Washington Airports Authority  
Equal Opportunity Programs Department ~~(MA-410)~~  
1 Aviation Circle  
Washington, DC 20001-6000  
Phone (703) 417-8625

**~~B.6~~B.5 *SUBMITTALS OF CONTRACT PROTESTS AND DISPUTES***

For submission of all initial contract protests and all requests for dispute resolution.

Metropolitan Washington Airports Authority  
Procurement and Contracts Department ~~(MA-29)~~  
1 Aviation Circle  
Washington, DC 20001-6000

**~~B.7~~B.6 *OFFICES RESPONSIBLE FOR PROTEST REVIEWS***

In specific instances when protest reviews may be requested from the President and Chief Executive Officer or the Board of Directors.

**B.7.1 For the President and Chief Executive Officer -**

Metropolitan Washington Airports Authority  
Office of the Chief Executive Officer  
1 Aviation Circle  
Washington, DC 20001-6000

**B.7.2 For the Board of Directors -**

Metropolitan Washington Airports Authority  
Vice President and Secretary, Board of Directors  
1 Aviation Circle  
Washington, DC 20001-6000





Ronald Reagan Washington National Airport



Dulles Corridor Metrorail Project



Dulles Toll Road



Washington Dulles International Airport



METROPOLITAN WASHINGTON  
AIRPORTS AUTHORITY