

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

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-29 2733 Crystal Drive Arlington, VA 22202		1. FOR INFORMATION CALL NAME: Shafiq R. Choudhary, CPM, CPPB TELEPHONE NUMBER: <i>(No Collect Calls)</i> 703-417-8348	
2. SOLICITATION NUMBER	3. TYPE OF SOLICITATION	4. DATE ISSUED	
1-17-C063	REQUEST FOR PROPOSALS (RFP)	September 13, 2017	
SOLICITATION			
5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION			
The Contractor shall furnish all necessary labor, equipment, and materials to provide repair services, testing, maintenance, engineering and emergency response services for the Primary Electrical Distribution System at Ronald Reagan Washington National Airport in accordance with the enclosed Statement of Work.			
All questions concerning this solicitation must be submitted by 3:00 PM September 29, 2017 via the Airports Authority's website at: http://www.mwaa.com/business/current-contracting-opportunities			
Note: This solicitation has a 0% LDBE participation requirement.			
NOTE: CONTRACTORS ARE RESPONSIBLE FOR VERIFYING NUMBER AND DATES OF AMENDMENTS PRIOR TO SUBMITTING A PROPOSAL. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY RESULT IN PROPOSAL BEING DETERMINED NON-CONFORMING.			
6. BOND REQUIREMENTS			
PAYMENT BOND: None		PERFORMANCE BOND: None	
7. PRE-PROPOSAL CONFERENCE			
DATE: September 27, 2017		TIME: 11:00 AM	
LOCATION: 2505 Abington Drive, Arlington, VA 22202, Conference Room One			
8. DEADLINE FOR OFFER SUBMISSION			
Sealed offers in original and 5 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, October 19, 2017 . 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	
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		20A. NAME OF CONTRACTING OFFICER	
All Items		Shafiq R. Choudhary, CPM, CPPB	
16. CONTRACT NUMBER	17. AMOUNT	20B. SIGNATURE OF CONTRACTING OFFICER	
1-17-C063			
18. DATE OF AWARD	19. CONTRACT EFFECTIVE DATE		

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SECTION III - PRICE SCHEDULE

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

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

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

SECTION IV - REPRESENTATIONS AND CERTIFICATIONS

01 PARENT COMPANY AND IDENTIFYING DATA

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

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

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

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

Parent Company's Employer's
Identification Number

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

_____.

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

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

_____.

02 TYPE OF BUSINESS ORGANIZATION

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

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

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

03 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this solicitation:

04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION

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

05 MINORITY BUSINESS ENTERPRISE REPRESENTATION

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

06 WOMEN BUSINESS ENTERPRISE REPRESENTATION

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

B. Definitions. A **Women Business Enterprise** is:

1. A firm of any size which is at least **51%** owned by one or more women or, in the case of a publicly-owned corporation, at least **51%** of stock must be owned by one or more such women; and
2. Whose management and daily business operations are controlled by such persons.

C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

07 CONTRACTOR IDENTIFICATION

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

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

08 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

A. The offeror certifies that --

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

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

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

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

- b. As an authorized agent, does certify that the principals named in subdivision B.2.a. above have not participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
- c. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.

C. If the offeror deletes or modifies subparagraph A.2. above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

09 SUBCONTRACTORS

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

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

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

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

The offeror certifies that it [] has [] has not read and [] is [] is not in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under. The offeror also certifies that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a) and the regulations issued there under.

11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- (4) Have [] have not [], within the three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or sub-contract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; violation of labor, employment, health, safety or environmental laws or regulations;
- (5) Have [] have not [], within the three (3) year period preceding this offer, been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph A.1.a.(4). of this provision; and
- (6) All performance evaluations within the three (3) year period preceding this offer have [] have not [] received a rating of satisfactory or better. If not, please provide a copy of the evaluation with detailed explanation.

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

2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph A. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph A. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, the Contracting Officer may terminate the contract resulting from this solicitation for default.

12 INSURANCE AFFIDAVIT

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

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

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

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

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

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

02 PREPROPOSAL CONFERENCE

A preproposal conference will be held at the 2505 Abington Drive, Arlington, VA 22202, Conference Room One, on September 27, 2017 at 11:00 AM Local Time.

03 PROCUREMENT PROCESS – BEST VALUE RFP

A. The Airports Authority is using a competitively negotiated procurement process to award this contract and selection will be made on a best value basis. Award will be made to the firm whose offer is judged to be an integrated assessment of the evaluation criteria that are listed in Section X – Attachment 02, Proposal Submission and Evaluation Criteria, to be the most advantageous to the Authority based on technical merit and price ("best value").

B. Best Value Determination:

1. The technical merit of the proposal is significantly more important than the price, and price must be fair, reasonable and affordable.
2. The Airports Authority may select other than the lowest price proposal if it is determined by value analysis, or technical/cost tradeoffs, that the proposal is most advantageous. Price becomes more important as proposals become more technically equivalent.

C. Price Evaluation:

1. Price evaluation will be based on the total price in Section III, Price Schedule, to include all option years, if applicable.
2. Price proposals will be assessed for affordability. The Authority will not make an award for any proposal which proposes prices that would render the procurement infeasible.

04 RESERVED**05 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.

06 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.

07 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.

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.

09 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a written reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the 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.

10 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

11 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-29
2733 Crystal Drive
Arlington, VA 22202

- B. Offers and modifications thereof which are submitted via any form of electronic transmission such as facsimile (FAX) or email will not be considered unless authorized by this solicitation.
- C. 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.

12 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, 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.

13 SOLICITATION COSTS

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

14 TYPE OF CONTRACT

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

15 MINIMUM PROPOSAL ACCEPTANCE PERIOD

- A. "Acceptance period," as used in this provision, means the number of calendar days available to the Authority for awarding a contract from the date specified in this solicitation for receipt of proposals.
- B. The Authority requires a minimum acceptance period of 180 calendar days from the receipt of proposals.

16 PLACE OF PERFORMANCE

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

- A. Ronald Reagan Washington National Airport (DCA)

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

17 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

18 STATEMENT OF UNDERSTANDING

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

19 SITE INVESTIGATION

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

20 OFFER DOCUMENTS

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

21 PROTESTS

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

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

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

22 RESERVED

23 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.

24 TITLE VI SOLICITATION NOTICE

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

SECTION VI - SPECIAL PROVISIONS

01 USE OF CONTRACT BY OTHER JURISDICTIONS

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

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

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

02 CONTRACTOR PERFORMANCE EVALUATION

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

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

03 LIMITATION OF OBLIGATIONS AND LIABILITIES

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

04 REQUIREMENTS

This is a requirements contract for work under the labor categories specified in the Schedule. Specific work requirements are unknown and will be defined as the need arises. The quantities of services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Authority's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment. This contract does not guarantee a minimum number of orders or a minimum dollar amount. The Authority reserves the right to contract for these services from other sources.

Performance shall be made only as authorized by orders issued in accordance with the Ordering provision. The Contractor shall furnish to the Authority, when and if ordered, the services specified in an amount up to the not-to-exceed amount of the contract.

Except for the not-to-exceed amount placed on the contract, there is no limit on the number of orders that may be issued. The Authority may issue orders requiring performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

05 ORDERING - SERVICE CALL ORDERS

Any services to be furnished under this contract in accordance with the Service Call Order Form and shall be ordered by issuance of oral telecommunication or written email from the duly authorized Contracting Officer or COTR designated in the award document or subsequent letters. Such orders may be issued anytime during the life of this contract.

All orders (oral or written) are subject to the terms and conditions of this contract. In the event of a conflict between the order and this contract, the contract shall control.

Oral orders to the Contractor will be followed up by a written communication by the COTR and a copy to the Contracting Officer.

Orders will include the following information:

- Date of the order;
- Contract number and an order number;
- Item number, description, quantity, and unit price;
- Delivery or performance date;
- Place of delivery or performance;
- Packaging, packing, and shipping instructions (if any);
- Any other pertinent information.
-

06 SUPPLEMENTAL SERVICES AS REQUIRED

- A. The Airports Authority may, during the course of this contract, request the Contractor to perform Supplemental Services in addition to the Base Services as needed.
- B. The Contractor shall provide all supervision, labor, administrative support, materials, tools, parts, supplies, equipment, and transportation necessary to perform these Services. Such work shall be compensated at the labor rates listed in the Price schedule.
- C. Performance shall be made only as authorized by orders issued in accordance with the Ordering provision. The Contractor shall furnish to the Authority, when and if ordered, the services specified in an amount up to the not-to-exceed amount of the contract.
- D. The Contractor shall be reimbursed for the labor and materials required to complete supplemental service tasks in accordance with the fully loaded labor rates specified in the pricing schedule. The Contractor shall be reimbursed for all parts/materials not identified in the pricing schedule which are used in the performance of supplemental services at Contractor's cost plus the negotiated markup. There shall be no mark up for shipping cost.
- E. The Contractor's invoice shall contain an itemized cost break down (parts and labor hours). The Contractor shall attach a copy of; approved call order, Authority's CMMS work order, Contractor's service ticket and supplier's original invoice for the parts/materials provided.
- F. The Contractor shall be aware that the Not-To-Exceed, (NTE), Call Order may not be the actual cost of the service provided to MWAA, it may be only an approximation, and shall not exceed this amount.
- G. The Contractor shall not invoice the Authority for any work unless a call order signed by the CO or COTR has been received or for any work described in a call order until after all the work described in the call order has been completed to the satisfaction of the COTR.

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

The Contractor shall furnish all necessary labor, equipment, and materials to provide repair services, testing, maintenance, engineering and emergency response services for the Primary Electrical Distribution System at Ronald Reagan Washington National Airport in accordance with the enclosed Statement of Work.

02 PRE-PERFORMANCE CONFERENCE

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

03 VEHICLE REGISTRATION AND PARKING

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

04 AIRPORT REGULATIONS

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

05 SAFETY REQUIREMENTS

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

06 DAMAGE REPORTS

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

07 DAMAGE OR LOSS OF CONTRACTOR'S PROPERTY

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

08 WORKING HOURS

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

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

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

09 AUTHORITY FURNISHED FACILITIES

There will be no Authority furnished facilities under this contract.

10 AUTHORITY FURNISHED EQUIPMENT

There will be no Authority furnished equipment under this contract.

11 AUTHORITY FURNISHED UTILITIES

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

12 CONTRACTOR PERSONNEL

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

13 WORKMANSHIP AND INSPECTION

- A. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove any employee from work that the Contracting Officer deems incompetent or careless.

- B. Further, the Authority may, from time to time, make inspections of the work performed under this contract. Any inspection by the Authority does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

14 BILLING INSTRUCTIONS

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

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

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

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

The Contractor is encouraged to utilize banks owned and controlled by Disadvantaged Business Enterprises. To obtain a list of Disadvantaged Business Enterprise banks, contact the Department of Supplier Diversity at 703-417-8625.

15 LIABILITY INSURANCE

- A. The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service.
- B. Contractor shall advise the Airports Authority of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.
- C. All of the policies required of the Contractor shall be primary and the Contractor agrees that any insurance maintained by the Airports Authority shall be non-contributing with respect to the Contractor's insurance.
- D. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.
- E. The Contractor and any Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.
- F. The Contractor is prohibited from operating any vehicle, including mobile equipment, on the restricted areas of the airport such as Air Operations Area (AOA).

G. Insurance Coverage and Minimum Limits**1. Commercial General Liability**

- a. Shall be a limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- b. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Contractors and Subcontractors, Mobile Equipment, and Damage to Rented Premises.
- c. The Products-Completed Operations coverage shall be provided for a minimum of two years following final acceptance of the work.
- d. Additional Insured: The Metropolitan Washington Airports Authority shall be included as an Additional Insured.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

2. Commercial Automobile Liability

- a. Shall be a limit of not less than One Million Dollars (\$1,000,000) per occurrence for any vehicle (owned, non-owned, or hired/leased) used by the Contractor to fulfill the services contemplated by this Contract.
- b. In the event Contractor does not own automobiles, Contractor shall maintain coverage with the per occurrence limit identified above for Hired and Non-Owned Autos, which may be satisfied by way of endorsement to the Commercial General Liability policy described above or separate Business Auto Liability policy. Evidence of either must be provided.
- c. Coverage shall include handling of property for loading and unloading.
- d. Additional Insured: The Metropolitan Washington Airports Authority shall be included as an Additional Insured.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

3. Workers Compensation and Employers Liability

- a. If a sole proprietor with no employees, the Contractor is not required by Virginia law to carry Workers Compensation coverage. The Contractor agrees to waive all rights of recovery under subrogation or otherwise against the Airports Authority.
- b. If the Contractor is required by Virginia law to carry Workers Compensation coverage, the coverage shall be at Virginia Statutory Limits with Virginia coverage added to item 3A of the policy; a Virginia listing under item 3C of the policy is not sufficient.
- c. Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed.
- d. Employers Liability shall be a limit of not be less than One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

4. Professional Liability (Miscellaneous Errors & Omissions)

- a. Shall be a limit of not less than One Million Dollars (\$1,000,000) per claim for all employees covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor.
- b. The coverage in all cases shall include Unintentional Errors/Omissions Endorsement.
- c. There shall be an extended reporting period provision of not less than one year.

- d. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.
- e. This requirement can be satisfied by either a separate policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. **“All Risk” Property (Contractor’s Property)**

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

- H. By requiring insurance herein, the Airports Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to the Airports Authority in this Contract.
- I. The Airports Authority reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in Airports Authority’s reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Airports Authority’s interest.
- J. The failure of the Airports Authority at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Airports Authority harmless with respect to any items of injury or damage covered by this Contract.
- K. The Contractor is responsible to ensure that all Subcontractors independently carry insurance appropriate to cover the Subcontractors’ exposures, or are covered under the Contractor’s policies.
- L. The Contractor shall provide the Contracting Officer with a valid Certificate of Insurance, in advance of the performance of any work and as soon as possible after renewal, exhibiting coverage as required by the Metropolitan Washington Airports Authority’s contract terms and conditions.
 1. The Certificate of Insurance shall be provided on the most current industry standard form by ACORD (Association for Cooperative Operations Research and Development) or other form acceptable to the Airports Authority.
 - a. For Liability Insurance, the ACORD 25 (2016/03) is the most current industry standard form. ACORD 25 forms older than 2016/03 are not acceptable.
 - b. For Property Insurance, the ACORD 28 (2016/03) is the most current industry standard form. ACORD 28 forms older than 2016/03 are not acceptable.
 - c. Other evidence of insurance forms which may be acceptable include, but are not limited to, certificate forms created by the insurance company, Memorandum of Insurance, Certificate of Commercial Liability Insurance by ISO, and Manuscript Certificate of Insurance for certain offshore policy placements. Forms of these types will be considered on a case-by-case basis.
 2. The Certificate of Insurance shall include the Contract Number.
 3. If an Umbrella policy is used to meet the total insurance limits required by this Contract and covers more than General Liability and Automobile Liability, a statement must be provided on the Certificate of Insurance to indicate which policies are covered by the Umbrella policy.
 4. If an Excess policy is used to meet the total insurance limits required by this Contract, a statement must be provided on the Certificate of Insurance to indicate which policy it follows.
 5. The Certificate of Insurance shall be issued to:

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
Procurement and Contracts Department
ATTN: Contract Number 1-17-C063
1 Aviation Circle
Washington DC 20001-6000

16 CONTRACT TERM

The period of performance under this contract will be for one year from the Contract Effective Date with four one year option periods.

17 CORRESPONDENCE PROCEDURES

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

Metropolitan Washington Airports Authority
Procurement and Contracts Department, MA-29
2733 Crystal Drive
Arlington, VA 22202
Attn.: Shafiq R. Choudhary, CPM, CPPB

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 04).

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 reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.
- D. If the Authority does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

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

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

inspection at all reasonable times of the Contractor's labor, materials, plant or such parts thereof, or other costs or revenues as may be expended or received as a part of the performance of the Contract.

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

47 CONSENT TO ASSIGNMENT

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

48 NOTIFICATION OF OWNERSHIP CHANGES

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

49 COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

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

50 AUTHORITY PROPERTY

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

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

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

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

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

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

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

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

51 GENERAL CIVIL RIGHTS PROVISIONS

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

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

52 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

53 TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

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

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

01 EQUAL OPPORTUNITY

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

02 MBE/WBE PARTICIPATION

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

03 TECHNICAL ASSISTANCE

The Authority will provide assistance to promote the participation of MBEs and WBEs in this contract, including the identification of MBEs and WBEs. To obtain assistance, interested parties are encouraged to contact the Authority's Department of Supplier Diversity at (703) 417-8625, or at the following address: Metropolitan Washington Airports Authority, Department of Supplier Diversity, 1 Aviation Circle, Washington, DC 20001-6000.

04 MONITORING OF MBE/WBE PARTICIPATION

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

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

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

05 EMPLOYMENT OF VETERANS

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

Voluntary Efforts to Obtain MBE/WBE Participation

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

Project Name: _____
 Solicitation Number: _____
 Contractor: _____

Did your company:

YES NO

- | | | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------|
| 1. | Attend any pre-proposal meetings that were scheduled by the Authority? If YES, please attach list of meetings attended. | _____ | _____ |
| 2. | Advertise subcontracting opportunities in major circulation newspapers such as: a) the <u>Washington Post</u> , b) trade association press, c) minority and women oriented media? If YES, please attach copies of ads for a, b, c. | a) _____
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

There is no Local Disadvantaged Business Enterprise (LDBE) participation requirement associated with this solicitation. However, there are reporting requirements to be met for purposes of tracking all subcontractor participation in Airports Authority projects.

An LDBE is defined as a small business concern which is organized for profit and which is located within a 100-mile radius of Washington, D.C.'s zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary would also be eligible to participate in the Authority's LDBE program. "Located" means that, as of the date of the contract solicitation, a business entity has an established office or place of business within a city, county, town, or political jurisdiction within the 100-mile radius referenced above. Evidence of whether a business is "located" within the region includes, but is not limited to: an address that is not a Post Office Box; employees at that address; business license, payment of taxes; previous performance of work similar to work to be performed under the contract, or related work; and other indicia. A "disadvantaged business" is defined as a firm which is not dominant in its field, and which meets the Authority's small business size standard(s) for this solicitation. The receipts of all affiliates shall be counted in determining the size of the business. Please direct any questions concerning LDBE status to the Authority's Department of Supplier Diversity at (703) 417-8625.

02 MONITORING OF LDBE PARTICIPATION

- A. The Authority routinely verifies LDBE participation and may contact you and your subcontractors after award to verify contract and payment amounts to ensure that the Authority's reporting is accurate.
- B. All offerors (including those who are Authority certified LDBEs) shall submit a Contract Participation Form (Exhibit D1) with their offers. Exhibit D1 is to list the prime contractor and all first tier subcontractors that are participating in the contract and to provide all information required by the Exhibit. This form must be signed and dated by the offeror. Offerors are also asked to identify whether or not any LDBE firms listed on the Exhibit D1 are also MBEs and WBEs.
1. Failure to Submit Exhibit D1.

Failure to submit Contract Participation Form (Exhibit D1) by the deadline specified by the Contracting Officer may result in rejection of the offer.
 2. By accepting this contract, the Contractor agrees to the following requirements:
 - a. The Contractor shall submit a revised Contract Participation Form (Exhibit D1) which reflects changes in the subcontractor participation associated with the modifications to the contract. A revised Exhibit D1, if required, shall be provided to the Contracting Officer concurrent with submission of the proposal for the changed work.
 - b. The Contractor shall submit a completed Invoice Attachment Form (Exhibit J1) with each invoice. The Contractor is responsible for the accuracy of all information reported.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY CONTRACT PARTICIPATION FORM – ZERO LDBe

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

Name of Offeror: _____ Project Name: _____

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			
	SAMPLE	S	55-5555555	X	X			12345 Main Street, Washington, DC 20001	Furnish and install Structural Steel	\$986,000.00
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
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17										
18										
19										
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 INVOICE ATTACHMENT FORM – ZERO LD BE

Name Of Prime Contractor _____
 Contract Name & Number _____
 Original Contract Amount \$ _____ Payments Received \$ _____
 Current Contract Amount \$ _____ Retainage Withheld \$ _____
 Invoice Period From _____ Through _____ Date Submitted _____

#	NAME OF SUBCONTRACTOR	BUSINESS ADDRESS (CITY, STATE, ZIP)	DESCRIPTION OF WORK	* LD BE	M BE	W BE	O T H E R	MONTHLY CONTRACT INFORMATION				% C O M P L E T E	% LD BE
								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													
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15													
16													
17													
18													
19													
20													
SUBCONTRACTOR TOTALS													
PRIME CONTRACTOR TOTAL													
TOTAL THIS INVOICE													

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

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.

SECTION X - ATTACHMENTS

ATTACHMENT 01
STATEMENT OF WORK

STATEMENT OF WORK

ELECTRICAL DISTRIBUTION SYSTEMS EMERGENCY RESPONSE, REPAIR SERVICES, TESTING AND MAINTENANCE



**Metropolitan Washington Airports Authority (MWAA)
Ronald Reagan Washington National Airport**

STATEMENT OF WORK

01. INTRODUCTION

The Metropolitan Washington Airports Authority (the Authority) wishes to retain the services of a qualified provider of electrical systems services, to include emergency response to electrical distribution failures, the InterNational Electrical Testing Association (NETA) maintenance testing, predictive and preventive maintenance, system upgrades, and repairs, for the electrical switchgear and transformers at Ronald Reagan Washington National Airport, Washington, DC. The Airport premises are served through two primary substations, at 35,000 and 4160 volts, located within the Airport properties, with incoming services from Virginia Dominion Electric Power Company. The distribution network includes several primary and secondary substations, vaults, transformers, switchgear and related auxiliary systems as outlined in the following sections. The equipment powers loads required to operate the airport facilities, the airport has a 24 hour operation. The majority of testing and repair require night work to avoid the interruption of normal systems interruption.

02. BACKGROUND

The Airports Authority is a regional agency created in 1986 by an interstate agreement between the District of Columbia and the Commonwealth of Virginia. The Airports Authority is responsible for the management, operation, and capital improvement of the two airports in the Washington metropolitan area Ronald Reagan Washington National Airport (DCA) and Washington Dulles International Airport (IAD). Reagan National Airport started operation June 16th 1941, the equipment listed in article A and B (attached) have been updated since the opening of the airport. Reagan National Airport provides air service to over 23 million passengers for the mid-Atlantic region. The Airports Authority is led by a 17-member board of directors appointed by the governors of Virginia and Maryland, the mayor of Washington, D.C., and the president of the United States. The organization currently consists of 500 retirees and 1,600 employees, who support central administration, airports management, and operate police and fire departments. For additional background information, offerors are encouraged to visit the Authority's web site at <http://www.mwaa.com>.

03. SCOPE

The services that are being sought will be organized in three major groups, as follows:

- ❖ **NETA** predictive and preventive maintenance testing and adjusting protective relay and circuit breaker protective settings. Repair services for cables, switchgear, transformers and distribution equipment
- ❖ **Engineering Services** to assist with troubleshooting controls, protection systems
- ❖ **System Upgrades** to replace deteriorated distribution components such as panelboard, transformers, etc.

04. BASE SERVICES

A. NETA predictive and preventive maintenance testing:

- 1.0** The Contractor must plan predictive and preventive maintenance testing on an established periodic schedule, agreed to between the Authority and the Contractor. The schedule and the contents of each maintenance task must be derived from the MAINTENANCE TESTING SPECIFICATIONS for Electrical Power Distribution Equipment and Systems and NETA Standards.

- 2.0 The Contractor must provide Predictive and Preventive Maintenance (PM) services for switchgear, transformers, protective relays, meters, instrument transformers and grounding systems for the electrical substations and electrical vaults for equipment in **APPENDICES A and B**.
- 3.0 The Contractor must compile a Baseline Data for all equipment and systems, listed in **APPENDICES A and B**, which will identify the key parameters to effective operation and maintenance. Examples of key parameters are operations of breakers, oil data for transformers, etc, and nameplate information on each piece of equipment. This Baseline Data must service as the reference point for all maintenance activities during the term of the service contract. The Authority, to extent of availability, will provide existing data for the equipment to the Contractor.
- 4.0 The Contractor must maintain a chronology of all services performed, separately for each piece of equipment; the Contractor must also provide the Authority a summary report after each maintenance activity on each piece of equipment. This summary report must include any unforeseen item of work that may be discovered during the services. The authority reserves the right to assign such unforeseen work to the Contractor, or to perform the services in-house.
- 5.0 The Contractor must maintain a current listing of all equipment setting information and test results on an on-going basis through the term of the contract. The Contractor may recommend changes to the setting based on experience and judgment, but must make the changes only after securing written approval from the Authority to do so. The reason for the changes must be adequately recorded as part of the maintenance records. The Contractor may be provided engineering data to update protective settings of relay and/or circuit breakers as a supplemental services task order.
- 6.0 The Contractor must provide full electronic reporting for all preventative maintenance and emergency service visits. This report must include but not limited to; detail preventative maintenance performed including the tasks performed, recommendations, and emergency service call details.
- 7.0 The Contractor must provide Reports electronically generated in Microsoft Office Word and Microsoft Office Excel and sent to the Contracting Officer and Contracting Officer Technical Representative within seven (7) days after the service has been completed.

B. REPAIR

01. The Contractor must have Professional Electrical Apparatus Reconditioning League (PEARL) certified competent and experienced personnel at a qualified shop.
02. The Contractor must provide mitigation to unplanned events, which may disrupt the electrical services within the Airport. The event may be prompted by failure of equipment, broader system, or utility power services. The Contractor must provide mitigation recommendations and be capable to execute the mitigation, if the event testing results are outside of NETA and Institute of Electrical and Electronics Engineers (IEEE) standards. The Contractor must provide needed resources to initiate the mitigation activities within two (2) hours from the time the service is requested, if Authority invokes the on-call service as an emergency.
03. The Contractor may be required to replace deteriorated distribution components such as panelboard, transformers, etc.

C. PERSONNEL

- 1.0** The Contractor must be an independent, third party entity, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers and installers of the equipment or systems being evaluated.
- 2.0** The Contractor must be regularly engaged in the emergency response, testing, maintenance, and upgrade of electrical equipment devices, installations and systems.
- 3.0** The Contractor must use technicians who regularly employed for testing services. The contractor's technicians responding to any scheduled or unscheduled work should be led by a NETA level 4 certified technicians, and be supported by at least one NETA level 3 technician in each team. The Contractor must include in their proposal a list of technicians from the local office and NETA certificates indicating NETA levels. The Contractor must have least (2) NETA level 4 technicians and (4) NETA level 3 technicians, at the local office. The Contractor must provide complete list of NETA certificate holders, level 2-4, at the local office.
- 4.0** The Contractor must provide a copy of the certification for the thermographer. The infrared work under this contract must be performed by a certified thermographer, level 3.
- 5.0** The Contractor must provide DOBLE Engineering Company certification for at least one technician from the local office; the Contractor must include a copy of DOBLE Engineering Company certification for power factor testing. Insulation power factor measurements are critical for 34KV equipment.
- 6.0** The Contractor must have a "Full Membership" classification issued by the InterNational Electrical Testing Association.
- 7.0** The Contractor must demonstrate his certification to set, test and map outputs for these type relays. Include in the offeror's proposal a copy of a Schweitzer relay certification for at least one of the NETA technicians in the local office. Many of the Authority's relay systems are microprocessor type.
- 8.0** The Contractor must demonstrate expertise, experience and qualifications for cable services by including documentation that one or more technicians are National Cable Splicer's Certification Board (NSCSB) certified cable technicians, at the local office. The authority has 34KV and 4160v cabling throughout Ronald Reagan Washington National Airport. Cable testing, cable replacement, terminations, splicing, fault locating and repairs will be a part of the contract scope.
- 9.0** The Contractor must demonstrate that it has a good inventory of maintenance test equipment at the local office. The Contractor must provide the calibration certificates for at least the following:
 - DOBLE Engineering Company power factor test sets capable of 34KV testing
 - Relays test sets capable of three phase voltage and current testing
 - AC hipots capable of 34KV testing
 - Winding resistance test sets
 - 3 phase transformer turns ratio test sets
 - Cable thumper
 - 34KV VLF cable test set
 - Infrared imaging

05. EMERGENCY SERVICES

The Contractor must provide emergency response services in mitigating electrical emergency situations at the airport and planned programs as the Authority may initiate from time-to-time. The Contractor must define a single point of contact for emergency response services for round-the clock response. The Contractor's designated person(s) must report to the Authority representative in no more than two (2) hours, fully prepared to engage in the service works, from the time the Authority places the call for service. The Contractor must be thoroughly familiar with the Authority equipment and systems covered by this scope of work, assess credible emergency scenarios and develop an emergency response plan. The plan must be subject to Authority approval to insure adequacy.

06. GENERAL REQUIREMENTS**A. AUTHORITY PROVIDED MATERIALS**

The Authority will provide the Contractor with all drawings, specifications, test data, etc. pertinent to this Scope of Work, that is available with the Authority at the inception of the contract.

B. CODES AND STANDARDS

The Contractor must comply with relevant codes and standard requirements for all works. Where codes and standards are not applicable, such as trade practices and implementation methods, all work must adhere to Recommended Practices as promulgated by recognized institutions such as IEEE, ANSI, NEMA, UL, NETA, FM, NFPA, Metropolitan Washington Airports Authority Design Manual, etc.

C. SAFETY

- 1.0** The Contractor's employees and sub-contractors must comply with all applicable OSHA, NFPA and the Authority rules and practices, including directives issued by the Airport Manager, Airport Operations, MWAA Police and Fire Departments, FAA and the Authority Division while on the job site. The contractor must be familiar with arc hazard and the SKM Systems Analysis, Inc. software the Authority uses for its systems.
- 2.0** The Contractor and Subcontractors must be required to be enrolled in the Authority's Owner Controlled Insurance Program (OCIP) prior to providing services.
- 3.0** The Contractor must provide and ensure that all personnel at the work site wear the safety devices/apparel described below when in the areas designated by the Authority
 - Proper PPE and clothing
 - Approved back support and protective devices
 - Eye protection compliance with ANSIZ87.11968
 - Approved hearing protection
 - Approved hand protection
 - Other safety devices/apparel when conditions warrant
- 4.0** The operation of the Contractor's vehicles or private vehicles by the Contractor's employees on or about the property must conform to posted regulations and safe driving practices. Aisles, passageways, alleyways, entrances or exists to fire protection equipment must be kept unobstructed at all times.

D. EMPLOYEE BADGING/IDENTIFICATION

All employees, including supervisors and subcontractor of the Contractor must, while employed on the job to fulfill all the requirement of this specification, must at all times conspicuously, display on their clothing the following identification:

- Photo identification badge issued by the employee's respective employer
- Ronald Reagan Washington National Airport Identification Badge

E. RESPONSIBLE CONTRACTOR OFFICIALS

The Contractor must provide the Contracting (CO) and the Contracting Officer Technical Representatives (COTR) with a list of names and telephone numbers of personnel who must be responsible for scheduling Predictive/Preventive Maintenance and those who will be responding to emergency calls.

F. SCHEDULING

The Contractor must submit the Predictive/Preventive Maintenance schedule for the first year with the proposal and option years within thirty days from the contract effective date. The option year schedule must be taken from MAINTENANCE TESTING SPECIFICATIONS for Electrical Power Distribution Equipment and Systems written by the Inter National Electrical Testing Association Inc., copyright 2011 or the most recent. A quarterly review of the status of all work in process and planned between the CO and COTR will be held at the airport.

APPENDIX A
DCA TRANSFORMERS

DCA TRANSFORMERS

LOCATION	FEEDER	MANF.	KVA	PRI	SEC	SER. #	DATE	FUSE	AMPS		TYPE	GAL.	IMP
N. SUB T4		ABB	1500	34.5	4160	TAT8806-0101	1991	S/C 86814R2	300E		OIL	299	
N.SUB T3		ABB	1500	34.5	4160	TAT8806-0102	1991	S/C 86814R2	300E		OIL	299	
N. SUB T1		ABB	1500	34.5	480	TATB5253002T	1999	COOPER FA10H50	50C		OIL		
N.SUB T2		ABB	1500	34.5	480	TAB5253-001T	1999	COOPER FA10H50	50C		OIL		
MNPS A		C/H	2500	34.5	480	SBA8651-1-1	1995		300		OIL	381	
MNPS B		C/H	2500	34.5	480	SBA8642-01-01	1995		300		OIL	381	
SUB 1A		C/H	2500	34.5	277/480	ABB517911					DRY		
SUB 1B		C/H	2500	34.5	277/480	ABB518011					DRY		
SUB 2A		C/H	2500	34.5	277/480	ABB517913	Oct-95				DRY		
SUB 2B		C/H	2500	34.5	277/480	ABB518013					DRY		
SUB 3A		C/H	2500	34.5	277/480	ABB517912					DRY		
SUB 3B		C/H	2500	34.5	277/480	ABB518012					DRY		
SUB 4A		C/H	2500	34.5	277/480	ABB542011					DRY		
SUB 4B		C/H	2500	34.5	277/480	ABB542111					DRY		
TV 150		BALTEAU	300	4160	277/480	PXL-1029					OIL	189	
N. PUMP HOUSE	0404 0405	SQ D	300	4160	120/208	900515-A1	Sep-90				OIL	275	

LOCATION	FEEDER	MANF.	KVA	PRI	SEC	SER. #	DATE	FUSE	AMPS		TYPE	GAL.	IMP
TAXI STRUTURE	A1/B18	ITC	150	4160	277/480	E3358-0590		FA2H30 ?	30C		DRY	?	
TV1	1&18	ABB	1000	4160	120/208	AS416-001	Apr-14				OIL	239	5.32
TV2	TV 2A	SQ D	300	480	120/208	208721-8					DRY		
TV2A- A	A1	MGM	1000	4160	277/480	93-3-40472-1		A055FI	200E		DRY		
TV2A-B	B17	MGM	1000	4160	480	93-3-40472-A		A055F1	200		DRY		
TV 2A STANDBY	B15	ABB	225	4160	277/480	1LUBTX12910001	Mar-14				DRY		4.88
TV3A	A9	EB NAT.	750	4160	120/208	02390-1-1		9F62DCB150	150		DRY		
TV3B	B18	EB NAT.	750	4160	120/208	02390-1-2					DRY		
TV4		RTE	750	4160	277/480	836004327		AO55F1 DORO150	150		OIL	292	5.8
TV4A	A9	KRENZ	750	4160	120/208	A8651-215		AO55F1 DORO150	150		DRY		
SSCP A		EATON	1000	4160	277/480	13JC665830001					OIL	333	
SSCP B		EATON	1000	4160	277/480	13JC665830002					OIL	333	
S.SUB EMG.	B15	ABB	37.5	4160	120/240	93J416183					OIL	86	
VALET LOT		HOWARD		4160	277/480	3365352207					OIL	143	
VALET LOT EMG.		ABB		4160	120/240	03J60057					OIL	83	

DCA TRANSFORMERS

LOCATION	FEEDER	MANF.	KVA	PRI	SEC	SER. #	DATE	FUSE	AMPS		TYPE	GAL.	IMP
S.PUMP HOUSE		COOPER	75	4160	277/480	936001073					OIL	140	
S.PUMP HOUSE E.	B15	ABB	75	4160	208/120	93J4000012							
SUB 5	A12	C/H	2000	4160	277/480	24-36594LO1			400 E		DRY		
SUB 5	B14	C/H	2000	4160	277/480	24-36569L02			400 E		DRY		
SUB 5	NLB-1		225	480	120/208						DRY		
MTV 2		FPE	2500	4160	277/480	27178-001					DRY		
MTV 2		FPE	2500	4160	277/480	27177-001					DRY		
MTV 5	A	ABB	750	4160	277/480	D581939001			125		DRY		
MTV 5	B	EB-NAT.	750	4160	480	02388-1	1989		125		DRY		
MTV6	A	EB-NAT.	750	4160	480	02385-1	1989		125		DRY		
MTV6	C	EB-NAT.	750	4160	480	02387-1	1989		125		DRY		
MTV6		GE	300	480	120/208	9T28Y3878					DRY		
SPS	B13	SQ D	1000	4160	277/480	900687-A1	Feb-91		200E		OIL	180	
SPS	A5	SQ D	1000	4160	277/480	900687-B1	Feb-91		200E		OIL	180	
HANGAR 5	B15	OLSUN	150	4160	277/480	214795-72921					DRY		
RADIO RM EMG													
LOCATION	FEEDER	MANF.	KVA	PRI	SEC	SER. #	DATE	FUSE	AMPS		TYPE	GAL.	IMP
TV 300	SDC 1	ABB	150	4160	120/240	90A282721							
SDC ST.LIGHTS	SDC 5	ABB	75	4160	277/480	93J420031	Aug-93				OIL	154	
RAMP LIGHTS	SDC1/5	SOLOMON	75	4160	277/480	94105	2008						
BUS MAINT.	SDC 4	COOPER	75	4160	277/480	946500003					OIL	124	
S. SEWER LIFT	SDC 4	COOPER	75	4160	277/480	936001073		BREAKER	150		OIL	140	
EQUIP SHED	SDC 1	ABB	300	4160	277/480	93J400040							
CREW LOT	SDC 4	MGM	225	4160	277/480	93-3-40472-F							
AARF	SDC 1	SQ D	500	4160	277/480	23316694-017-01	2008				OIL		
AARF	SDC 5	SQ D	500	4160	277/480	23316694-016-01	2008				OIL		
OGDEN	SDC 4	ABB	112.5	4160	277/480	93J398100		AO55F1DORO-40E	40E				
LOT B	SDC 4	ABB	112.5	4160	277/480	93J412020	Jul-93	AO55F1DORO-20E	20E		OIL	139	
LOT C	SDC 4	MGM	225	4160	277/480	93-3-40472-F					DRY		
TSA	SDC 2	ABB	1500	4160	277/480	PAB0892-1		AO55F2DORO-250E	250E				
TSA	SDC 4	ABB	1500	4160	277/480	PAB0933-1		AO55F2DORO-250E	250E				
FUEL FARM	SDC 2	SIEMANS	1000	4160	277/480	PYH-0739		AO55F2DORO-250E	250E		SILICON	364	
FUEL FARM	SDC 5	SIEMANS	1000	4160	277/480	PYH-0745		AO55F2DORO-250E	250E		SILICON	364	
CATERAIR A	SDC1	WEST.	750	4160	277/480	PBL2400-0101	Feb-92		200		OIL	278	
CATERAIR B	SDC4	WEST.	750	4160	277/480	PBL2400-0102	Feb-92		200		OIL	278	
AIR CARGO	SDC 1/5	SQ D	500	4160	480/277	930305-A1		AO55F2DORO-100E	100		OIL	185	
OLD AIR CARGO			150	4160	480/277	93-3-40472-E							

APPENDIX B
DCA SWITCHGEAR

DCA SWITCHGEAR

LOCATION	MANUFACTURER	VOLTAGE	AMPS TRIP	TYPE	INTERUPTING STYLE
South Substation	ABB	4160	3000	Auto Main-Tie-Main	Vaccum
North Substation	Siemens	34.5kv	2000	Auto Main-Tie-Main	Vaccum
North Substation	Siemens	4160	3000	Auto Main-Tie-Main	Vaccum
North Substation	Siemens	480	2000	Auto Main-Tie-Main	Vaccum
MTV4	Eaton	4160	1200	Auto Main-Tie-Main	Vaccum
SDC	PowerCon	4160	3000	Maunal Main-Tie-Main	Air
Hangar 2 TV1	GE	208	2000	Single Ended	DG
Hangar 3 TV2A	GE	480	2000	Single Ended	DG
Hangar 5 TV3	Square D	208	2000	Auto Main-Tie-Main	Molded Case
Hangar 7 TV4	Square D	208	2000	Single Ended	Molded Case
Hangar 7 TV4A	Square D	480	2000	Single Ended	Molded Case
Terminal A MTV 5	Square D	480	2000	Auto Main-Tie-Main	Molded Case
Terminal A MTV 6	Square D	480	2000	Auto Main-Tie-Main	Molded Case
Terminal C Sub 1	Eaton	480	4000	Auto Main-Tie-Main	DG
Terminal B/C Sub 2	Eaton	480	4000	Auto Main-Tie-Main	DG
Terminal C Sub 3	Eaton	480	4000	Auto Main-Tie-Main	DG
Terminal B/C Sub 4	Eaton	480	4000	Auto Main-Tie-Main	DG
Terminal A Sub 5	Eaton	480	3200	Auto Main-Tie-Main	DG
Terminal A SSCP	Eaton	480	1200	Auto Main-Tie-Main	Molded Case
Garage A	Square D	480	1600	Auto Main-Tie-Main	Molded Case
Garage B/C	Eaton	480	3000	Auto Main-Tie-Main	DG
Central Plant	Square D	480	3200	Manual Mian-Tie-Main	DG
Cater Air	Westinghouse	480	1200	Manual Main-Tie-Man	Molded Case
Fuel Farm	Siemens	480	1600	Auto Main-Tie-Main	DG
AARF	Square D	480	600	Auto Main-Tie-Main	Molded Case

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 sub-criteria 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 sub-criteria. The Authority will base its evaluation on information provided by the Offeror.
- 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 BAFO. Offerors are not required to change their technical and price proposals in response to the BAFO request, but shall 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.

C. Definitions For Technical Evaluation

Proposals will be evaluated by their strengths, weaknesses and deficiencies against the evaluation factors and these attributes will be communicated to the proposers for follow-up action as appropriate.

Definitions:

Clarifications: Communications with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.

Discussions: Oral or written communications including negotiations between the Authority and an Offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.

Deficiencies: Defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the Authority's minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.

Weakness: Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.

Strengths: Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the Authority.

EVALUATION CRITERIA

PRICE PROPOSAL EVALUATION

Complete Price Schedule, Section III, and submit as part of the Price Proposal envelope as stated in paragraph 02.A. below.

The Authority will evaluate price proposals for reasonableness, completeness, and realism as appropriate. Each Offeror's cost will be evaluated in terms of the following which are equal in importance:

- (1) Submittal of proposed fully loaded fixed rates for period of performance, failure to do so will necessitate rejection of the proposal;
- (2) Any offer which is materially unbalanced may be rejected. An unbalanced offer is one which is based on prices that are significantly overstated for some items and understated for other items;
- (3) The Authority will compare the price proposals to the Authority estimate and otherwise determine reasonableness by performing a price analysis if adequate competition exists. A cost analysis will be performed if adequate price competition does not exist, to ascertain whether or not the proposed price is fair and reasonable; and
- (4) In accordance with FAR 15.804-3, the Offeror certified cost or pricing data as requested by the Contracting Officer.

TECHNICAL PROPOSAL EVALUATION

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

Criterion 1: Technical Experience and Qualifications of Personnel

Evaluation of the criterion will include consideration of the quality and relevance of the proposed key personnel's experience. Consideration will be given to whether the proposed key personnel were involved in performance of projects included in the firm's references.

The Offeror shall provide resumes of all key personnel including applicable training completed by those individuals proposed for the job. The Offeror shall ensure all personnel proposed for this SOW meet the qualification and skill set requirements. The Offeror shall provide following certifications with the proposal;

- The Offerors shall have a "Full Membership" classification issued by the International Electrical Testing Association.
- The Offeror shall provide list of technicians from the local office and NETA certificates indicating NETA levels. The Offeror shall provide list of NETA certificate holders, level 2-4, at the local office.
- The Offeror shall provide the certification for the thermographer in the local office.
- The Offeror shall provide DOBLE Engineering Company certification for power factor testing.

- The Offeror shall provide Schweitzer relay certification for at least one of the NETA technicians in the local office.
- The Offeror shall provide National Cable Splicer's Certification Board (NSCSB) certified cable technicians, at the local office.
- The Offeror shall provide a certification issued by the Professional Electrical Apparatus Recyclers League (PEARL).

Criterion 2: Experience, Qualifications and Past Performance of the Firm

Evaluation of this criterion will include the Offeror's experience and qualifications as demonstrated by prior performance of work relevant to or similar to the requirements of the Statement of Work. In addition, the evaluation under this criterion will also consider how well the Offeror has performed on prior or current contracts, including consideration of cost control, quality of performance, meeting performance schedules, stability of the work force, and other considerations relevant to determining the likelihood of the offeror's successful performance if it is awarded this contract. References listed in the proposal, as well as other sources of information relating to the Offeror's past performance, may be contacted or reviewed. Offerors proposal shall include, but not limited to:

- Identify work experience in Airports within the past 3 years;
- Similar work experience within the last 3 years;
- Company history and company's area of expertise;
- Number of employees the Offeror has managed in similar contracts;
- Offeror shall provide at least three references with their proposal. If the Airports Authority is one of the references, then a fourth reference shall be provided. Include the name of the organization, address, telephone number, name and title of the organization's representative for whom work was provided;
- Offerors shall provide at least three different clients' contracts completed in last three years for breaker remanufacturing per PEARL guidelines and repairs/trip retrofits at the local office, and three different clients for transformer repair services;
- Offerors shall provide at least three different clients' contracts completed in last three years for electrical cable termination and splice service work;
- Offeror may provide any other information that will provide an understanding of the firm's experience and qualifications to provide the services required by the statement of work.

Criterion 3: Management Plan

Evaluation of this criterion will consider the quality and comprehensiveness of the Offeror's proposed effective management plan to provide services required and technical requirements described in the statement of work in a timely manner, including, but not limited to, consideration of the following:

Offerors shall provide an management to

- Overall NETA's understanding and approach to provide services required;
- plans and procedures for fulfilling all the NETA 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; how the project manager will interface with the Authority;
- plan for communicating with and between the Offeror's employees on the job site;
- organizational and functional charts reflecting line of management responsibility both on and off the job site;
- staffing plans and their NETA certification;
- procedures to be used to ensure contract requirements are met (i.e. quality control program) and method of identifying deficiencies in the quality of services performed; and
- staff's NETA training and certification policies and procedures.

Criterion 4: Offeror's Plan to Meet the Requirement

This criterion will consider the quality, completeness and likelihood of success of the Offeror's proposed plan to successfully perform all requirements of the contract. Offeror's proposal shall demonstrate their stability in the electrical equipment emergency response, testing, maintenance, repairs, and upgrades industry. The Contractor shall provide its Predictive/Preventive Maintenance schedule and plan for the first year with the proposal submission.

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

- a. Solicitation Offer and Award Page
- b. Representations and Certifications, Section IV
- c. LD BE Certification Exhibits as applicable:
 - Exhibit A, Voluntary Efforts to Obtain MBE/WBE Participation

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 **four** (4) copies in the **Technical Proposal** envelope.

- a. Do not include any reference to price.
- b. Submit on typewritten 8 ½ x 11" plain white paper.
- c. Number all pages
- d. Assemble in a three ring binder. No other binding methods are acceptable.
- e. Do not exceed forty-five (45), double-spaced, single sided pages. Exhibits and samples of previous work are not included in the 45-page limit.
- f. Address the evaluation criteria in the order they are presented.

B. Format and Instructions for Technical Proposal Preparation

Each Offeror's technical proposal shall 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 will 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. Technical Experience and Qualifications of Personnel (Section is limited to 20 pages) (Criterion 1)

Provide detailed information on the experience and qualifications of key personnel that will be assigned to manage the project and to provide services under the contract (include both prime and backup personnel.) Provide resumes with names, titles, education, and experience. Indicate if the proposed key personnel have worked on projects included in the references, and what role they performed on those projects.

Section 2. Experience, Qualifications and Past Performance of the Firm (Section is limited to 15 pages) (Criterion 2)

Detail the Offeror's prior experience and qualifications in providing work similar to that required by the statement of work, especially experience within the last five years. Response shall include, but not be limited to: company history; company's areas of expertise; number of employees; number of offices and locations; and which office would be responsible for providing services under this contract. Provide any other information that will provide an understanding of the firm's experience and qualifications to provide the services required by the statement of work, including information on previous airport experience, either with the Airports Authority (Ronald Reagan Washington National and/or Washington Dulles International Airports) or other airports. Offerors shall provide at least three references with the proposal. If the Airports Authority is one of the references, then a fourth reference should be provided. Include the name of the organization, address, telephone number, name and title of the organization's representative for whom work was provided.

Section 3. Firm Stability (Section is limited to 10 pages) (Criterion 3)

Provide a detailed Management Plan for accomplishing the requirements of the statement of work in timely manner including, but not limited to the following: Overall management philosophy and approach to providing services required; 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; how the project manager will interface with the Authority; plan for communicating with and between the Offeror's employees on the job site; organizational and functional charts reflecting line of management responsibility both on and off the job site; staffing plans; procedures to be used to ensure contract requirements are met (i.e. quality control program) and method of identifying deficiencies in the quality of services performed; and staff's customer service training, policies and procedures.

**Section 4. Offeror's Plan to Meet the Requirement (Section is limited to 5 pages)
(Criterion 3)**

The Offeror must provide its plan for performing the requirements of the contract. Describe what will be implemented to fulfill the requirements of the statement of work.

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
INSURANCE AFFIDAVIT

INSURANCE AFFIDAVIT

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

Solicitation Number: _____

Name of Offeror: _____

To be completed by the Offeror:

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

Name of Offeror

Offeror's Authorized Agent (please print):

Offeror's Authorized Agent's Signature

Date

To be completed by Offeror's insurance provider

(use multiple forms if more than one provider)

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

Name of Insurance Agency

Insurance Agent's Name (please print):

Insurance Agent's Signature

Date

ATTACHMENT 04

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

Ronald Reagan Washington National Airport
<http://www.mwaa.com/business/orders-and-instructions-dca>