

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: Lisa Hickman TELEPHONE NUMBER: <i>(No Collect Calls)</i> 703-572-0841	
2. SOLICITATION NUMBER	3. TYPE OF SOLICITATION	4. DATE ISSUED	
8-18-C001	TWO-STEP INVITATION FOR BIDS (IFB)	November 7, 2017	
SOLICITATION			
5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION			
The Contractor shall furnish all necessary labor, materials, tools, equipment and supervision to design and construct windscreens at the Dulles Airport Metrorail Station in accordance with the Statement of Work (SOW) included herein. This solicitation uses a two-step procurement process. The first step is evaluation of the technical proposals per the criteria outlined in Section 5 – Preparation of Offers. Only Offerors who submitted acceptable technical proposals from step one will be invited to submit priced bids in step two.			
All questions concerning this solicitation must be submitted by 3:00 PM December 5, 2017 via the Airports Authority's website at: http://www.mwaa.com/business/current-contracting-opportunities			
Note: This solicitation has a 15% DBE participation requirement.			
NOTE: CONTRACTORS ARE RESPONSIBLE FOR VERIFYING NUMBER AND DATES OF AMENDMENTS PRIOR TO SUBMITTING A BID. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY RESULT IN BID BEING DETERMINED NON-CONFORMING.			
6. BOND REQUIREMENTS			
BID BOND: 5%	PAYMENT BOND: See Contract Article 22	PERFORMANCE BOND:	100%
7. PRE-PROPOSAL CONFERENCE			
DATE: November 30, 2017 TIME: 10:00 AM LOCATION: 198 Van Buren Street, Suite 300, Herndon, VA 20170			
8. DEADLINE FOR OFFER SUBMISSION			
This is a two-step IFB. Step 1 Technical proposals will be evaluated based on the requirements of the IFB and offerors who submit acceptable technical proposals will be invited to submit priced bids. Sealed technical proposals in original and 4 copies to perform the work or to furnish the supplies or services in accordance with the Statement of Work/Specifications are due at the place specified at the top of this form by 2:00 P.M. local time, December 20, 2017 . Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, and the date and time the proposals are due. Bids will be publicly opened at the time set forth per Amendment.			
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	
16. CONTRACT NUMBER	17. AMOUNT	20B. SIGNATURE OF CONTRACTING OFFICER	
18. DATE OF AWARD	19. CONTRACT EFFECTIVE DATE		

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SECTION 1.0 GENERAL PROVISIONS

INTRODUCTION

The Metropolitan Washington Airports Authority (Airports Authority) will award this contract through a two-step Invitation for Bids procurement process.

Step 1 of the procurement process is the submission of Technical Proposals by the Offerors and evaluation of these proposals by the Airports Authority based on evaluation criteria that are listed in Section 5, Preparation of Offers. The technical proposal submittals are described in section 5.2 of this Solicitation and are due to be submitted in accordance with the Procurement Schedule in section 1.12. The Airports Authority will review the technical proposals and rate the proposals as Pass or Fail

Step 2 of the IFB procurement process will be the submittal of Price Proposals. Only Offerors which submitted technical proposals which were graded Pass, will be sent a Pricing Schedule and invited to submit a priced bid in Step 2. The Airports Authority will open the submitted Pricing Schedules at a public bid opening and will read the prices publically.

The Technical Proposal and Price together will be considered as the Offer. The contract will be awarded to the lowest responsive and responsible Offeror.

1.1 PURPOSE

This Solicitation is being issued by the Airports Authority to seek competitive Offers for engineering and construction services associated with the furnishing and installing of the Windscreens on the Dulles Airport Station for Phase 2 of the Dulles Corridor Metrorail Project, (“Project”). A design-build contract (“Contract”) will be awarded to the responsible and responsive Offeror that meets the Solicitation’s technical requirements and has the lowest price and that Offeror will be designated as the “Contractor” for Contract 8-18-C001, (Package G).

1.2 DESCRIPTION OF THE WORK

The Airports Authority, in cooperation with the Washington Metropolitan Area Transit Authority, (“WMATA”), the Commonwealth of Virginia, Fairfax County and Loudoun County, is designing and constructing the Project, which is a 23.1-mile extension of WMATA’s Metrorail system in Northern Virginia’s Dulles International Airport Access Corridor. As part of Phase 2 of that Project, Windscreens (Work) will be constructed at Washington-Dulles International Airport Station (Airport Station). The selected Contractor shall be responsible for providing a complete solution for Package G that addresses all design, functional, and maintenance issues. The Contractor is required to provide all equipment, materials and resources, temporary and permanent facilities, and labor needed to complete the Work and fulfill all Contract requirements. The Contractor is responsible for coordinating the requirements and activities among the various entities necessary to design and construct a fully integrated Package G.

1.3 PLACE OF PERFORMANCE

All work will be performed at Dulles Airport in Loudoun County, Virginia. Package G consists of windscreens at the Dulles Airport Station. These windscreens include structural steel framing, coping at the support sills, glazing (on the south side), architectural louvers (on the north side), and integral screenwall-mounted light fixtures. The windscreens are depicted in Figure 1.

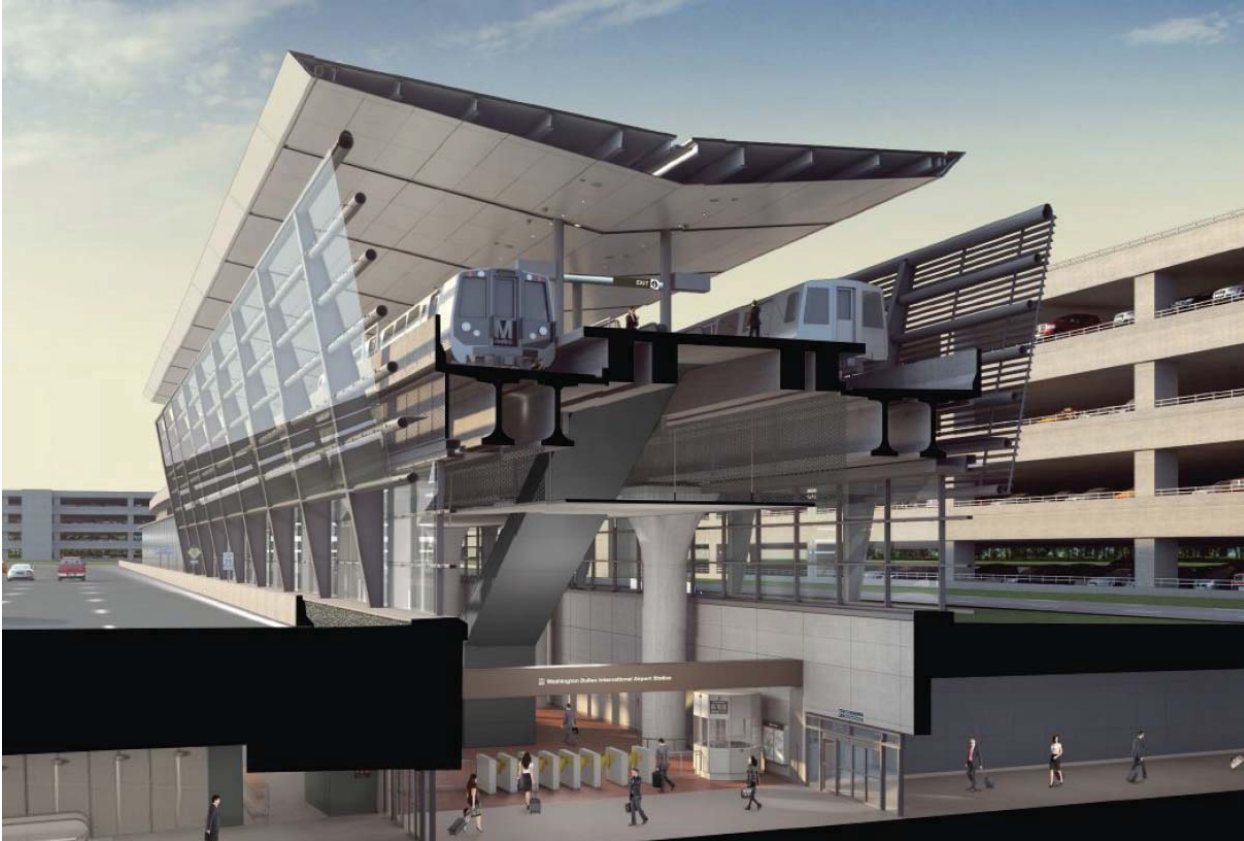


Figure 1. Dulles Airport Station Cross Section

1.4 CONTRACT DOCUMENTS

The Contractor's design and construction activities shall meet or exceed the requirements of the Contract Documents, as such term is defined in the Contract. Collectively, the Contract Documents include, but are not limited to, the following:

- Contract
- General Specifications (Division 1)
- Project Technical Requirements:
 - ♦ Statement of Work
 - ♦ Technical Specifications

Copies of these documents are provided on the Airports Authority's Website. Offerors shall specifically note that the Contract Documents require the Contractor to be responsible for ensuring compliance with all applicable codes, standards, and other conditions required by regulatory or approving entities.

1.5 PROCUREMENT METHOD – TWO-STEP IFB

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

1.6 PUBLIC BID OPENING

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

1.7 BIDDER'S QUALIFICATIONS

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

1.8 CONTRACT TYPE

The Airports Authority intends to award a Firm Fixed-Price Contract.

1.9 ESTIMATED COST OF DESIGN AND CONSTRUCTION

The estimated value of the Contract is between \$4,000,000.00 and \$7,000,000.00 (\$4 million and \$7 million).

1.10 CONTRACT DURATION

The Contractor shall achieve Substantial Completion of the Work no later than **1095 days** after Notice to Proceed.

1.11 CONTRACT AWARD

- A. As discussed further herein, the Airports Authority will evaluate Price Proposals from Offerors with acceptable Technical Proposals and award the contract to the responsive and responsible Offeror that demonstrates compliance with the technical requirements and offers the lowest price in accordance with this Solicitation.

- B. The Airports Authority may award a contract resulting from this solicitation to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Airports Authority, cost or price and other factors specified elsewhere in this solicitation, considered.
- C. The Airports Authority may (1) reject any or all bids if such action is in the Airports Authority's best interest, (2) accept other than the lowest bid only if there is a reason (i.e. the lowest bid is rejected), and/or (3) waive informalities and minor irregularities in bids received.
- D. The Airports Authority may reject any bid that fails to conform to essential requirements of the IFB. Additionally, the Airports Authority may reject a bid as non-responsive if the prices are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, if there is a reasonable doubt that the bid will result in the lowest overall cost to the Airports Authority even though it may be the low evaluated bid, or if it is so unbalanced that reflects an advance payment.
- E. Prompt payment discounts may be offered, however, the Airports Authority will evaluate the cost of the Offer without the Offeror's prompt payment discount.
- F. A written award or acceptance of bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party. Before the bidder's specified expiration time, the Airports Authority may accept a bid, unless a written notice of withdrawal is received before award.
- G. Neither financial data submitted with a bid, nor representations concerning facilities for financing, will form a part of the resulting contract. However, if the resulting contract contains a provision providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

1.12 PROCUREMENT SCHEDULE

The Airports Authority currently anticipates the procurement schedule dates as listed in the table below. All dates set forth below are subject to change at the Airports Authority's sole discretion.

Activity	Date
Issue Solicitation	November 7, 2017
Pre-bid conference and Site Visit	November 30, 2017
Bids due	December 20, 2017
Price Proposals sent to Qualified bidders	January 19, 2018
Price Proposals Opened	February 2, 2018
Contract Award	February 9, 2018

1.13 PRE-BID CONFERENCE

A pre- conference will be held on **November 30, 2017 at 10:00am** at the following location:

**Dulles Corridor Metrorail Project Offices
198 Van Buren Street Suite 300
Herndon VA 20170**

This informational conference will be held to provide an overview of the Solicitation and the scope of the Contract to furnish and install Windscreens at the Dulles Airport Station. The conference shall be informal to the extent that the Airports Authority shall not be bound by any statement made at the conference, unless the statements are subsequently issued by the Airports Authority in writing or are posted on its Procurement Website.

1.14 SITE VISIT

Offerors are encouraged to inspect the Site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect their performance of the Work and the Contract Price. Because the Site is not publically accessible, the Airports Authority will schedule an opportunity for representatives of the Offerors to inspect the Site on the same date as the Pre-Submittal Conference. The number of representatives from each Offeror may be limited and pre-registration will be required. All Offeror representatives participating in the Site visits must comply with applicable safety and security requirements. An Offeror's failure to inspect the Site shall not constitute grounds for a claim after Contract award. Additional details on the schedule and registration procedures for the Site visit will be provided on the Airports Authority's Website.

1.15 QUESTIONS AND CLARIFICATIONS

The Airports Authority will consider questions and/or inquiries for clarification on this Solicitation from Offerors submitted in writing. No oral inquiries will be accepted. All questions and requests for clarification concerning this Solicitation must be submitted electronically via the Airports Authority's Website as described in the Solicitation Offer and Award form. Offerors will also be provided an opportunity to submit questions on each amendment to this Solicitation. All questions and inquiries must include the Offeror's name, questioner's name, address, telephone number, and e-mail address. No responses will be provided to questions or inquiries submitted anonymously. The Airports Authority will provide responses to questions received related to this Solicitation no later than seven (7) calendar days prior to the Offer Due Date. The Airports Authority may consolidate or rewrite questions and responses will not indicate the identity of the questioner.

1.16 AMENDMENTS TO THE SOLICITATION

The Airports Authority may issue amendments to this Solicitation to provide updated information, to clarify issues, to modify requirements, or for other reasons. All amendments shall be acknowledged on Form SOA (Solicitation Offer and Award) and signed copies of each Amendment submitted with the Offer. Persons or firms that obtain this Solicitation from sources other than the Airports Authority bear the sole responsibility for obtaining any amendments issued by the Airports Authority.

1.17 OFFERORS QUALIFICATIONS

Bids will be considered only from responsible individuals, partnerships, joint ventures, corporations or other private organizations demonstrating that they have the ability, experience and demonstrated resources to complete the Work in a timely manner and maintain a staff of regular employees adequate to ensure continuous performance of the work.

1.18 PROPOSAL BOND

Offerors are on notice that each Offeror that submits a Price Proposal will be required to provide a proposal bond in accordance with the terms of the Solicitation. The amount of such bond is 5 percent (5%) of the Offeror's fixed price specified in the Price Proposal.

SECTION 2.0 GENERAL INFORMATION AND REQUIREMENTS

2.1 ABBREVIATIONS AND DEFINITIONS

Abbreviations and defined terms used exclusively in these Instructions are listed in Appendix A. Refer to Exhibit 1.1 of the Contract for the meaning of various abbreviations, acronyms and terms used but not defined herein.

2.2 APPLICABLE LAWS, REGULATIONS AND ORDINANCES

Offerors shall comply with all applicable Laws, Regulations and Ordinances in connection with the procurement process and in the performance of the Contract.

Offerors are on notice that the Airports Authority will use federal financial assistance for funding of the Contract for the Dulles Station Windscreens and, as a condition to such assistance, the Airports Authority, Contractor and others will be subject to all applicable federal requirements. The Contract will obligate the Contractor and those working by or through the Contractor to comply with all such federal requirements.

2.3 RULES OF CONTACT

The Airports Authority's point of contact for all matters related to this Solicitation shall be the Contracting Officer:

Lisa Hickman
Metropolitan Washington Airports Authority
Procurement and Contract Department (MA-29)
1 Aviation Circle
Washington, DC 20001-6000
Phone: (703) 572-0841

The Contracting Officer is the only individual authorized by the Airports Authority to discuss this Solicitation and its requirements with any interested parties, including Offerors.

2.4 LICENSING AND REGISTRATION REQUIREMENTS

Each Offeror is responsible for determining, obtaining and complying with all applicable business licensing requirements necessary to complete the Work. Valid copies of all applicable business licenses, including, but not limited to, Virginia Class A Contractor's license, a copy of "Certificate of Good Standing," or a "Certificate of Fact of Existence," or a document of similar import for the Offeror to operate in the Commonwealth of Virginia, and a Loudoun County business license must be provided to the Airports Authority prior to Contract Award. Such documents must evidence that the applicable licenses are valid and effective as of the date of Contract Award.

2.5 DESIGNER REGISTRATION REQUIREMENTS

The firm(s) and individuals responsible for completing and sealing the design drawings, specifications, and calculations under the Contract must be properly licensed and registered to perform these professional services in the Commonwealth of Virginia. Valid copies of all applicable licenses and/or registrations must be provided to the Airports Authority prior to Contract award. Such documents must evidence that the applicable licenses are valid and effective as of the Notice of Recommended Award.

2.6 SAFETY POLICY

Safety is of the utmost concern to the Airports Authority. The Airports Authority's ultimate goal is to foster a safety-oriented culture that prevents injuries and property damage and protects the environment. In order to achieve this goal, the Contractor is expected to make safety an integral part of each and every activity. The Contractor and those working by and through the Contractor are expected to cooperate as full partners by adhering to basic safety principles and demonstrating sound safety practices.

2.7 FREEDOM OF INFORMATION POLICY AND CONFIDENTIALITY

The Airports Authority will maintain a non-public process for the duration of this procurement in accordance with the requirements of its Contracting Manual and Freedom of Information Policy. A copy of this policy is available for reference on the Airports Authority Website. Offerors are hereby notified that the information, documentation, and any specific content or approaches included in their Offers may be used by Airports Authority in its evaluation of Offers and shared (confidentially) with other stakeholders participating in the procurement process. All information submitted by an Offeror to the Airports Authority in connection with this Solicitation shall be deemed the property of the Airports Authority and may be subject to required public disclosure under applicable Laws, Regulations, and Ordinances and policies. Any material deemed by an Offeror to be proprietary, confidential, or otherwise exempt from disclosure should be clearly marked as such. The Airports Authority will use reasonable efforts to notify an Offeror if a request for information is received which may require the Airports Authority to disclose any material that an Offeror has marked as proprietary, confidential, or otherwise exempt from disclosure. The Airports Authority is not obligated to assert or argue on behalf of an Offeror that any information provided by it is exempt from required disclosure, and shall not be liable for the disclosure of any information submitted in connection with this solicitation, even if marked in the manner noted above.

2.8 NO OBLIGATION TO AWARD

The Airports Authority shall be under no obligation to award the Contract.

2.9 RIGHT TO CONDUCT INDEPENDENT INVESTIGATION

Offerors are advised that the Airports Authority reserves the right to conduct an independent Investigation of any information, including prior experience, identified in an Offer, by contacting project references, accessing public information, contacting independent parties, or any other means.

2.10 OFFEROR’S RESPONSIBILITY FOR DUE DILIGENCE

It is the responsibility of each Offeror, before submitting an Offer to: (a) thoroughly examine the Solicitation, including any Amendments issued to such documents; (b) visit and carefully examine the Site of the proposed Work to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work (c) consider all applicable Laws, Regulations and Ordinances that may affect cost, progress, performance, or furnishing of the Work; (d) determine that the Solicitation is sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work required; (e) notify the Airports Authority of all conflicts, errors, ambiguities, or discrepancies discovered in the Solicitation by Offeror and any aspects of the Solicitation that Offeror does not understand; and (f) study and carefully correlate Offeror’s observations with the Solicitation.

2.11 PRE-AWARD SURVEY

The Airports Authority may, at its sole discretion, conduct an on-site survey of the Offeror's facilities, equipment or previous work locations to verify the data and representations presented in the Offer and determine if the Offeror has the necessary capacity and capability to meet the obligations imposed upon the Contractor by the Contract Documents.

2.12 SOLICITATION COSTS

The Airports Authority is not responsible for any costs incurred in the preparation or submission of any Offer in response to this Solicitation.

SECTION 3.0 INSURANCE AND PERFORMANCE GUARANTEES

3.1 INSURANCE

The Airports Authority has established an Owner Controlled Insurance Program (“OCIP”) for the Project that will encompass the Work included in this Solicitation. An OCIP is a single insurance program that provides specific coverages for Owner and enrolled contractors and subcontractor. The OCIP will include insurance coverage for commercial general liability, excess liability and contractor’s pollution legal liability in connection with Contractor and its subcontractors’ performance of its Work at the Project Site. The Offeror and its subcontractors will also be required to participate in an OCIP safety program and follow OCIP construction safety standards. The Airports Authority is responsible for the cost of OCIP insurance coverages. Additional details on Insurance requirements are provided in Contract Exhibit 22.1.1(a).

3.1.1 Owner-Provided Insurance

The following insurance coverage is included in the OCIP to be provided by the Airports Authority:

- | | |
|----------------------------------------------------------------------------------------|---------------|
| 1. General Liability Insurance | |
| Each Occurrence Limit | \$2,000,000 |
| General Aggregate Limit for All Enrolled Parties | \$4,000,000 |
| Products & Completed Operations Aggregate for
all Enrolled Parties | \$4,000,000 |
|
 | |
| 2. Excess Liability Insurance (Over Employer’s Liability and General Liability) | |
| General Annual Aggregate for all Enrolled Parties | \$298,000,000 |
| Products & Completed Operations Aggregate for
all Enrolled Parties | \$298,000,000 |
|
 | |
| 3. Contractor’s Pollution Legal Liability | \$25,000,000 |

This insurance is primary for Enrolled Parties for all occurrences at the Project site. The OCIP General Liability policy shall not provide coverage for any claim that could be covered under a property policy or builder’s risk policy.

The policy will cover Contractor and Subcontractors. The policy contains an exclusion for claims arising from the failure to render professional services with a modification for the exclusion to not apply to claims caused by pollution conditions arising as a result of covered contracting operations that are conducted on site. In addition, the exclusion will not apply to claims alleging liability on the basis of improper supervision of Subcontractors performing covered operations or claims alleging liability on the basis of selection of construction means, methods and techniques in connection with covered operations.

4. Railroad Protective if required when the Work is on or within 50 feet of a railroad or affects railroad property

Each Occurrence Limit	\$5,000,000
Aggregate Limit	\$10,000,000

3.1.2 Offeror-Provided Insurance

The Offeror shall obtain and maintain, and shall require each of its subcontractors to obtain and maintain, the insurance coverage specified below in a form and from insurance companies reasonably acceptable to Owner. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. For eligible parties enrolled in the OCIP, the commercial General Liability insurance required for this Solicitation shall only be for off-site activities or operations not insured under the OCIP coverages.

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000.
2. Statutory Workers’ Compensation Insurance and Employer’s Liability insurance with statutory limits as required by law, including Federal Employers Liability Act & Maritime coverage, if appropriate, and Employer’s Liability limits of not less than \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy (“Occurrence Form”). The following limits apply to Enrolled Parties and Excluded Parties:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury Aggregate	\$1,000,000
Products/Completed Operations Extension	To the applicable statute of limitations

The general aggregate will reinstate annually. Defense expenses are in addition to the limits of liability.

4. Umbrella Liability must be on an Occurrence form and applies to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations for off-site activities or operations not insured under OCIP Coverages. Umbrella policies must schedule Employers Liability and Commercial Automobile Liability as underlying policies.
 - a. The following limits apply to Enrolled Parties:

Each Occurrence Limit	\$1,000,000
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General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

- b. The following limits apply to Excluded Parties:

TIER 1 – For contracts with total values up to \$1,000,000

Each Occurrence Limit	\$1,000,000
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

TIER 2 – For contracts with total values in excess of \$1,000,000

Each Occurrence Limit	\$5,000,000
General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000

Exceptions will be at the discretion of Owner, but in no event will a limit less than \$2,000,000 be considered or accepted.

- c. The following limits apply to Contractor only:

Each Occurrence Limit	\$10,000,000
General Aggregate	\$10,000,000
Products/Completed Operations Aggregate	\$10,000,000

5. If required by Owner, Aviation and/or Watercraft Liability and/or Marine Cargo Insurance, inform and with limits of liability and from an insuring entity reasonably satisfactory to the Owner. If this Insurance is required by Owner, premiums will be a reimbursable cost to Contractor subject to Owner's approval of an itemized cost breakdown.
6. Equipment Insurance covering all risk of physical damage to equipment provided for use at the Site by the Contractor and Subcontractor. Contractor and Subcontractor agree to waive and do hereby waive their rights of recovery against Owner, Contractor and other Subcontractors as to any damage or loss, which may occur to its equipment. Subcontractor will have its insurance company specifically agree to this waiver. Self-insurance may be allowed subject to the approval of Owner.
7. Professional Liability for Contractor Only: \$10,000,000
In the case where Contractor is not performing design Work, this coverage can be fully provided by the subcontracted lead Design Professional, or, in the alternative, this coverage can be provided through the combination of a professional liability policy provided by the subcontracted lead Design Professional and a Contractor's Protective Professional Indemnity (or similar) policy provided by Contractor. Coverage can be provided either on a Project specific basis or with a practice policy and must contain a 5 year extended reporting period to the extent commercially available.

8. Builders Risk Insurance

Insurance policy from the Notice to Proceed until the Owner delivers the Final Acceptance Certificate covering all risk of direct physical loss or damage to property of every kind and description intended to become a permanent part of, or consumed in, the fabrication, assembly, installation, erection or alteration of the Project. The coverage limit shall be the Probable Maximum Loss (PML) that the Contractor determines for the Project, including the value of any Equipment and Materials, including Equipment and Materials that may be in storage (on or off the Site) or via inland transit (on any one conveyance). Such policy shall cover the value of the Work performed, as well as the value of any Equipment and Materials that may be in storage (on or off the site) or in transit (on any one conveyance). The policy shall cover the cost of removing debris, including demolition, as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented structures used to facilitate the Work and property of the Owner held in its care, custody and/or control. Such policy shall provide that, upon achievement of Substantial Completion, the Occupancy Clause in such policy is deleted and a Permission to Occupy endorsement is added. Such policy will cover the Contractor, as named insured, Owner, Owner Indemnitees and all Subcontractors performing On-Site Work and other eligible parties as additional named insureds as respects their On-Site activities. In addition, the Builders' Risk policy shall contain coverage provisions or endorsements that provide for the following:

- Earthquake, Flood and Windstorm, with a sub-limit equal to the greater of \$25,000,000 or the PML;
- Pollutant Clean-up with a minimum sub-limit of \$2,500,000;
- Expediting Expenses with a minimum sub-limit of \$2,500,000;
- Professional Fees with a minimum sub-limit of \$1,000,000
- Debris removal sub-limit shall be a minimum of \$10,000,000 or 20% of the PML, whichever is higher;
- The Owner and the Contractor shall be named as loss payee for the Work in order of precedence as their interest may appear;
- In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company;
- Testing, Commissioning and Start-up;
- Waiver of Subrogation against all insureds;
- Coverage for resulting damage from error in design, defect in material or faulty workmanship equivalent to LEG 3;
- Contractor is responsible for payment of any deductible or self-insured retention until Substantial Completion;
- Owner will reimburse Contractor for any deductible, not to exceed \$100,000 per occurrence, required to be paid under the Builder's Risk policy following Substantial Completion, provided any such claim is not due to the negligence of a Contractor-Related Party;
- DSU may be required at a limit to be determined by Owner; and premium will be reimbursed to Contractor;
- Terrorism is to be included.

Contractor is to provide copies of quotations with premiums redacted and any applicable specimen policy forms to Owner thirty (30) days prior to Notice to Proceed and prior to policy being bound. Owner has the right to request amendments. If amendments result in additional premiums, they will be reimbursed to Contractor.

3.2 PERFORMANCE AND PAYMENT BONDS

Prior to the Effective Date, Contractor must deliver to the Owner a Performance Bond and a Payment Bond, as set forth below for the Contract Price and in the forms set forth in Exhibits 22.2(a) and 22.2 (b) respectively, executed by Contractor and a surety company or surety companies (collectively "Surety") authorized to do business in the Commonwealth of Virginia in accordance with the Laws, Regulations and Ordinances of the Commonwealth of Virginia and the Commonwealth of Virginia's State Corporation Commission.

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Airports Authority determines that a lesser amount would be adequate for its protection.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the Contract price if the Contract price is not more than \$1 million.
 - (ii) Forty percent of the Contract price if the Contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the Contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the Airports Authority may require additional protection as required by subparagraph 1 if the contract price is increased.

SECTION 4.0 DISADVANTAGED AND SMALL BUSINESS ENTERPRISE PARTICIPATION

4.1 DBE PARTICIPATION GOAL

The U.S. Department of Transportation's Disadvantaged Business Enterprise ("DBE") Program is applicable to certain Airports Authority contracts that involve U.S. Department of Transportation federal assistance. The Contract to be awarded under this solicitation is subject to the requirements of 49 CFR Part 26. The Airports Authority is strongly committed to achieving significant participation in its contracting programs by business enterprises that are owned and operated by socially and economically disadvantaged individuals, minorities and women, regardless of the size of the enterprise.

The DBE goal for the Contract is fifteen (**15%**) of the total Contract Price. In accordance with 49 CFR Part 26, the Contractor will take all necessary and appropriate steps to provide DBEs with fair and reasonable opportunities for meaningful and substantial participation in the Contract. By submitting an Offer, each Offeror commits to making good faith efforts to achieve this DBE goal.

All properly certified DBE subcontractors, subconsultants, suppliers and manufacturers under contract with the Contractor or a subcontractor of the Contractor will be considered when determining compliance with the Contract DBE goal. The Contractor is expected to have meaningful and substantive participation of DBEs in both the design and construction phases of major elements of the Work.

Only DBE firms that are certified by the Virginia Unified Certification Program ("VUCP") will be counted as eligible DBE participation for the Contract. The Airports Authority and the Virginia Department of Minority Business Enterprise are the designated certifying entities of the VUCP in accordance with the criteria specified in 49 CFR Part 26. All questions concerning certification as a DBE associated with this Solicitation shall be directed to the following:

Metropolitan Washington Airports Authority
Department of Supplier Diversity
1 Aviation Circle
Washington, DC 20001-6000
Phone: (703) 417-8625

See Appendix C for complete DBE Participation Requirements

SECTION 5.0 PREPARATION OF OFFERS

Offers will be considered only from responsible individuals, partnerships, joint ventures, corporations or other private organizations demonstrate that it has the necessary 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. In order to have its Offer deemed responsible and responsive, and thereby acceptable to the Airports Authority, each Offeror must meet minimum requirements and confirm that it has the necessary organizational capacity, technical capability, and resources necessary to complete the Work in a timely and cost-effective manner.

5.1 OFFER DOCUMENTS

Each Offeror must include in its Offer all items specified below.

5.1.1 Transmittal Letter

A letter on Offeror's letterhead formally conveying the Offer to the Airports Authority. The letter must be signed by an authorized representative of Offeror.

5.1.2 Solicitation Offer and Award Form

A completed and signed Solicitation Offer and Award that includes signed copies of each Amendment to this Solicitation issued by the Airports Authority.

5.1.3 Price Schedule To Be Provided in Step 2

5.1.4 Qualifications and Experience

The Offeror shall submit the following information to demonstrate that the Offeror has the necessary qualifications and experience to perform the Work:

- a. Narrative and/or graphics (up to 5 single-sided pages) that describe the Offeror's successful completion of similar projects over the past five years.
- b. Narrative (1 single-sided page) describing Offeror's approach, means and methods to successfully complete the Project.
- c. Experience working within an operating airport environment or other similar environment.
- d. For the organization primarily responsible for construction services, a completed Form 1, (Prime Contractor Experience) for three (3) representative projects of similar nature and scope that have been completed or started within the last five years.
- e. For the organization primarily responsible for engineering and design services, a completed Form 2 (Lead Designer Experience) for three (3) representative projects of similar nature and scope that have been completed or started within the last five years.

- f. For the persons that will serve as the Offeror's Project Manager, Design Manager and Construction Manager, a completed Form 3, (Key Personnel Experience) that describes the professional qualifications and experience for each individual

5.1.5 Project Organization Management

The Offeror shall provide an organizational chart including design and construction key personnel and proposed major subcontractors performing 20 percent or more of the work with reporting lines and responsibilities to the Prime Project Manager. Describe the specific strategy proposed to manage the design process in order to achieve a timely and high quality project delivery addressing current work load commitments. Also include the firm's ability to respond within tight timelines for multiple tasks.

5.1.6 Technical and Production Capabilities

The Offeror shall submit the following to demonstrate that it has the necessary capabilities and capacity to perform the Work:

- a. Narrative and/or graphics (up to 15 single-sided pages) that demonstrates the Offeror is a responsible party capable of executing the Work and meeting all Contract requirements, including identification of:
 - The Offeror's technical capability and expertise to perform and complete the Work;
 - The Offeror's production capability, physical plant, and facilities that will be used in the execution of the Work;
 - The types and quantities of construction equipment that the Offeror has available to perform and complete the Work;
 - Proposed Staffing Plan for the project including mobilization after Notice to Proceed;
 - List of Work to be subcontracted and proposed subcontractors; and
 - The Safety and Quality programs that the Offeror has in place for use in the execution of the Work.

5.1.7 DBE Participation Forms

The Offeror shall submit the following to demonstrate its commitment to achieving the DBE participation goal for this Solicitation and compliance with Contract requirements:

- a. A completed and signed DBE Exhibit D listing all properly certified DBE companies that will participate in the Contract, their respective roles and responsibilities, and all other required information.
- b. A completed and signed Letter of Intent – DBE Exhibit E for each DBE company that will participate in the Contract.
- c. A completed DBE Exhibit L.

All required DBE participation forms be completed in accordance with the requirements.

5.1.8 Legal and Financial Documents

The Offeror shall submit the following to demonstrate the legal ability and financial capacity to perform the Work:

- a. Completed Form 4 (Representations and Certifications) for the Offeror.
- b. Completed Form 5 (Offeror's Team Summary) for the Offeror.
- c. Completed Form 6 (Financial Status) for the Offeror.

5.1.9 Other Documents

The Offeror shall submit the following document:

- a. Completed Form 7 (Confidentiality Agreement) for the Offeror.

5.2 SUBMISSION OF OFFERS

Offers shall be submitted in the following form for the Airports Authority's consideration:

- Five paper copies, and
- One compact disc (CD) containing electronic copies of the complete Offer in .pdf Format.

Each submittal shall consist of a clearly identified original (containing all required original signatures, seals, etc.) and four (4) additional copies of the same format and quality as the Original. Each Offer shall be submitted on letter-sized paper. The use of oversized pages is allowed if necessary, provided such pages are folded to letter size. Separate appendices containing oversized illustrations or plans are not allowed. Each Offer shall be organized as follows:

Offer Section	Required Contents
Transmittal Letter	Transmittal Letter.
Solicitation, Offer and Award	SOA Signed and including signed copies of any Amendments.
Qualifications and Experience	Qualifications and Experience Narrative Form 1, Prime Contractor Experience Form 2, Lead Designer Experience Form 3, Designated Key Personnel
Technical and Production Capabilities	Technical and Production Capabilities Narrative
DBE Participation	Exhibit D Exhibit E Exhibit L
Legal and Financial	Form 4, Representations and Certifications Form 5, Offeror's Team Summary Form 6, Financial Status
Other Documents	Form 7, Confidentiality Agreement Form 8, Buy America Certification

Offeror is responsible for ensuring that all the required forms are fully completed and accurately, and that each is signed by an appropriate individual and/or authorized representative.

Each Offer shall be delivered in two sealed envelopes, bound together, labeled “**Confidential**” that clearly identify the Offeror’s name, date of submittal, and a reference to “*Solicitation 8-18-C001: Dulles Corridor Metrorail Project – Phase 2: Dulles Airport Station Windscreens.*” One envelope shall be clearly identified “ORIGINAL” and contain the original paper copy of all required documents and the CD containing electronic copies. The other envelope shall be clearly identified “DUPLICATES” and contain identical paper copies of all required documents.

By submission of each 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.

5.3 OFFER DUE DATE

The Offer Due Date is set forth in Section 1.9. All Offers must be submitted in accordance with the Solicitation requirements to:

Metropolitan Washington Airports Authority
Procurement and Contracts Department (MA-29)
Attention: Lisa Hickman, Contracting Officer
2733 Crystal Drive
Arlington, VA 22202

Electronic transmission or submittal of Offers is not allowed. Offers are due at the date and time stated in the Solicitation. Late submittals will not be considered and will be returned to Offeror unopened. All Offer materials become the property of the Airports Authority and will not be returned.

5.4 WITHDRAWAL OF OFFER

An Offeror may withdraw its Offer only by a written and signed request that is received by the Airports Authority’s Contracting Officer prior to the applicable time for submittal of Offers. Following withdrawal of its Offer, the Offeror may submit another Offer provided that it is received prior to the due date for submittal of Offers.

5.5 MINIMUM BID ACCEPTANCE PERIOD

The Airports Authority requires a minimum acceptance period of 120 calendar days from the receipt of Technical Proposals to complete its evaluation.

The Airports Authority requires the Bid price to be valid for a minimum of 90 calendar days from the Bid Due Date.

5.6 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 6.0 CONTRACTOR SELECTION AND PRE-AWARD ACTIVITIES

6.1 OPENING OF OFFERS

The Airports Authority is using a two-step Invitation for Bids procurement process to award this contract. Step 1 of the procurement process is evaluation of the technical proposals by the Airports Authority based on evaluation criteria that are listed in Section 5, Preparation of Offers. The technical proposals to be submitted in the first step are described in section 5.2 of this Solicitation and are due to be submitted in accordance with the Solicitation.

The technical proposals will be reviewed by the Airports Authority and rated Pass or Fail. Only Offerors which submitted technical proposals which were rated as Pass will be sent a Pricing Schedule and invited to submit priced bids in Step 2. The submitted Price Schedules will be opened in a public bid opening and the prices read publically.

6.2 NOTIFICATION OF SELECTION

Following its assessment of the Offerors' responsiveness to the Solicitation requirements and determinations of responsibility, the Airports Authority will provide a Notice of Recommended Award to the apparent successful Offeror, which will be the Offeror that has submitted the lowest Contract Price on the Price Schedule and been determined to be responsive and responsible. A copy of this Notice will also be posted to the Airport's Authority Website.

6.3 DOCUMENTS REQUIRED FOR CONTRACT AWARD

Within ten (10) days of receiving a Notice of Recommended Award from the Airports Authority, the apparent successful Offeror shall provide the following documents to the Airports Authority for review and approval:

- a. Payment and Performance Bonds as required under the Contract.
- b. Evidence of insurance as required under the Contract;
- c. Copies of applicable business licenses or registration certificates necessary for the Offeror and/or its team members to operate legally in the Commonwealth of Virginia, and Loudoun County, including a copy of the Offeror's Virginia State Contractor's License;
- d. A summary of the apparent successful Offeror's proposed organizational structure and an explanation of how responsibilities will be divided among team members during both the design and construction phases; and
- e. A proposed Baseline Schedule and Schedule of Values prepared in accordance with the requirements of Division 1 Section 013210 (*Design and Construction Schedule, Progress Payments*).

The Airports Authority will review and provide comments on the proposed Baseline Schedule and Schedule of Values and, in its sole discretion, determine whether to meet with the apparent successful

Offeror about such documents. The Airports Authority's ultimate approval of a Baseline Schedule and Schedule of Values will be a condition precedent to the Contract Award unless, in the Airports Authority's sole discretion, it chooses to waive such condition. In the event the Airports Authority determines, in its sole discretion, that the parties will be unable to reach agreement on the Baseline Schedule and/or Schedule of Values, the Airports Authority shall notify the apparent successful Offeror in writing that it will no longer be considered for Contract Award, whereupon the Airports Authority will provide a Notice of Recommended Award to the responsible and responsive Offeror submitting the next lowest Contract Price, in which case the preceding submittal requirements and processes shall take place.

6.4 CONTRACT AWARD AND NOTICE TO PROCEED

By submitting its Offer, each Offeror commits to enter into the form of Contract included in the Solicitation, without negotiation or variation, except to fill in blanks and include other information that the form of Contract indicates is required from the Offeror and without any negotiations as provided in this Solicitation.

Following the Notice of Recommended Award, the Airports Authority will finalize the Contract by filling in blanks and including information from the Offeror as contemplated by the form of Contract. Within five (5) days after delivery by the Airports Authority to the successful Offeror of the finalized form of Contract, the successful Offeror shall deliver to the Airports Authority the following:

- a. Signed Contract (2 executed duplicate originals); and
- b. Evidence as to the authority of the signatories to the Contract.
- c. Other administrative forms required by the Airports Authority.

The Contract shall not be effective until it has been signed by both the Offeror and the Airports Authority. When the Contract is effective, the Airports Authority shall issue a Notice to Proceed in accordance with the Contract.

6.5 DEBRIEFING OF UNSUCCESSFUL OFFERORS

Any Offeror who is not selected for Contract award may request a debriefing from the Airports Authority. The request must be submitted in writing to the Manager, Procurement and Contracts Department of the Airports Authority within two (2) business days after issuance of the Notice of Recommended Award. The Airports Authority will schedule the requested debriefing no later than seven (7) calendar days following such notice. Any Offeror who fails to attend a debriefing within these time periods shall have waived any right or claim to a debriefing.

The Airports Authority shall have the right, in its sole discretion, to expand the time period for debriefing if it deems it appropriate. The debriefing will focus on information that can be of benefit to the Offeror without revealing any sensitive or proprietary data regarding other Offerors.

SECTION 7.0 PROTESTS

7.1 GENERAL

Any protests shall be concise and logically presented to facilitate review. Failure to substantially comply with any of the requirements in this Solicitation, including requirements related to protests, may be grounds for dismissal of the protest. 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 shall be sent by registered or certified mail, return receipt requested and must be received by the Airports Authority prior to the applicable deadline. Protests may not be sent by e-mail or facsimile machine. Grounds for protest not timely raised shall be deemed waived and shall not be raised in a subsequent protest.

7.2 CONSIDERATION OF PROTESTS

The Airports Authority's Manager, Procurement and Contracts Department ("Manager") will acknowledge receipt of a protest by any party that has standing to do so ("Protestor"), and the written comments of other potentially interested parties ("Interested Parties"), where applicable. The Manager may hold a hearing, request additional submissions or information, or take any other actions he/she deems useful or necessary in making a decision.

The Protestor shall prepare a redacted version of the protest and submit it to the Manager no later than two (2) business days after the filing of the protest. The Manager shall distribute copies of the redacted version of the protest to any Interested Parties within two (2) business days of receiving the redacted version of the protest. Such Interested Parties must file any comments or response in writing with the Manager within three (3) business days of receiving the redacted version of the protest. The Manager will promptly forward copies of any such comments and responses to the Protestor.

The Manager will attempt to respond to a protest within seven (7) calendar 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 such seven calendar day period, notify the Protestor of the time period within which a response will be made.

If the protest is sustained, the Manager shall take the appropriate action to correct the procurement action and protect the rights of the Protestor. If the protest is denied, the Manager will notify the Protestor and the Interested Parties, if any, to the extent they were previously informed.

The decision of the Manager shall be final and conclusive, subject to Protestor's right to initiate the review process set forth in Section 7.5 below.

7.3 PROTESTS REGARDING THE STRUCTURE OR CONTENTS OF THE SOLICITATION

Protests regarding the structure or contents (including the terms, requirements or form) of this Solicitation shall be received by the Manager in writing on the earlier of the following two dates: (a) the fourteenth (14th) calendar day after the issuance date of the Solicitation or, if applicable, the issuance

date of an amendment to the Solicitation containing the terms and conditions that are the subject of the protest; or (b) the Offer due date.

During the pendency of a protest, the procurement process shall continue unless the Manager issues a written finding that it is in the best interests of the Airports Authority to suspend or delay all or part of the procurement process.

Protests filed under this subsection shall be limited to those Offerors which have properly notified the Airports Authority that they intend to submit an Offer in response to this Solicitation.

7.4 PROTEST OF THE CONTRACTOR SELECTION

Only Offerors who submitted an Offer may protest the Contractor selection decision made under this Solicitation. Such an Offeror shall do so by filing a protest with the Manager within (14) calendar days after the date of the Contractor selection decision (Contract Award). Offerors that do not submit an Offer shall not have the right to protest the Contractor selection decision.

The Airports Authority will continue the procurement process notwithstanding the filing of a protest regarding the Contractor selection decision, unless the Manager, in his/her sole discretion, finds that continuation of the procurement process would be not be in the Airports Authority's best interests.

7.5 REVIEW

If a Protestor is not satisfied with the response of the Manager, the Protestor may ask the Airports Authority President and Chief Executive Officer ("CEO") to review the matter. This request must be received by the President and CEO within seven (7) calendar days after the Protestor's receipt of the decision of the Manager. The decision of the President and CEO on such protests shall be final and conclusive.

The Airports 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 Airports Authority's best interest to do so.

APPENDIX A

ABBREVIATIONS AND DEFINITIONS

Airports Authority means Metropolitan Washington Airports Authority (MWAA).

Airports Authority Website means the Airports Authority's website www.mwaa.com and any related Airports Authority web pages.

Baseline Schedule means the document described in Section 6.3.

Contract Price means the total value of an Offer as shown in the designated cell of the Price Schedule.

Contracting Officer shall mean the individual identified in Section 2.3.

Contractor means the Offeror that is awarded the Contract by the Airports Authority.

Disadvantaged Business Enterprise or "DBE" means a for-profit small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation in which at least 51 percent of the stock of which is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as defined in 49 CFR Part 26.

Notice of Recommended Award means the notice issued by the Airports Authority announcing the determination of the responsive and responsible Offeror with the lowest Contract Price as set forth in Price Schedule.

Offer(s) means Technical Proposals and Bid and the materials submitted by an Offeror in response to this Solicitation.

Offeror(s) means Bidder - the entity submitting an Offer to the Airports Authority, including the Offeror and any subcontractors, subconsultants, or suppliers.

Price Schedule means the document described in Section 5.1.3.

Project Technical Requirements means the documents described in Section 1.4.

Protester shall have the meaning set forth in Section 7.2.

Schedule of Values means the document described in Section 6.3.

Solicitation means Invitation to Bid, (IFB), - those documents which set forth the requirements governing preparation, submission, evaluation of Proposals resulting in an Offer and the award of a Contract.

APPENDIX B**FORMS**

Facsimiles of the following required forms are provided in this Solicitation for reference only. Offerors must download an electronic copy of each form from the Airports Authority Website and provided fully completed and signed versions (where required) with the Offer.

Form Name	Form Title
Form 1	Prime Contractor Experience
Form 2	Lead Designer Experience
Form 3	Key Personnel Experience
Form 4	Representations and Certifications
Form 5	Offeror's Team Summary
Form 6	Financial Statement
Form 7	Confidentiality Agreement

**FORM 1
PRIME CONTRACTOR EXPERIENCE**

A. PROJECT EXPERIENCE SUMMARY

FIRM NAME:		
PROJECT NAME AND LOCATION:		
ROLE/RESPONSIBILITY:		
NAME OF PRIME OR GENERAL CONTRACTOR:		
DELIVERY METHOD:	<input type="checkbox"/> DESIGN-BUILD <input type="checkbox"/> DESIGN-BID-BUILD <input type="checkbox"/> CM AT RISK <input type="checkbox"/> OTHER:	
CONTRACTUAL RELATIONSHIP:	<input type="checkbox"/> PRIME <input type="checkbox"/> EQUITY MEMBER OR PARTNER <input type="checkbox"/> SUBCONTRACTOR	
% EQUITY SHARE (IF ANY):		
TOTAL CONTACT VALUE (\$000):	AT AWARD:	FINAL OR ESTIMATED:
VALUE OF WORK BY THIS LEAD CONSTRUCTOR (\$000):	AT AWARD:	FINAL OR ESTIMATED:
CONTRACT DURATION:	AT AWARD:	FINAL OR FORECAST:
CONTRACT COMPLETION DATE:	ACTUAL:	FORECAST:
PROJECT OWNER:		
OWNER CONTACT INFO: (Name, Address, Phone, E-Mail).		

B. PROJECT REFERENCE

NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

C. OTHER OFFEROR TEAM MEMBERS INVOLVED WITH THIS PROJECT

MEMBER NAME:	LOCATION (CITY & STATE):	ROLE:

D. PROJECT DESCRIPTION AND RELEVANCE

(Narrative....1 page limit)

**FORM 2
LEAD DESIGNER EXPERIENCE**

A. PROJECT EXPERIENCE SUMMARY

FIRM NAME:		
PROJECT NAME AND LOCATION:		
ROLE/RESPONSIBILITY:		
NAME OF PRIME OR GENERAL CONTRACTOR:		
DELIVERY METHOD:	<input type="checkbox"/> DESIGN-BUILD <input type="checkbox"/> DESIGN-BID-BUILD <input type="checkbox"/> CM AT RISK <input type="checkbox"/> OTHER:	
CONTRACTUAL RELATIONSHIP:	<input type="checkbox"/> PRIME <input type="checkbox"/> EQUITY MEMBER OR PARTNER <input type="checkbox"/> SUBCONTRACTOR	
% EQUITY SHARE (IF ANY):		
TOTAL CONTACT VALUE (\$000):	AT AWARD:	FINAL OR ESTIMATED:
VALUE OF WORK BY THIS LEAD DESIGNER (\$000):	AT AWARD:	FINAL OR ESTIMATED:
CONTRACT DURATION:	AT AWARD:	FINAL OR FORECAST:
CONTRACT COMPLETION DATE:	ACTUAL:	FORECAST:
PROJECT OWNER:		
OWNER CONTACT INFO: (Name, Address, Phone, E-Mail).		

B. PROJECT REFERENCE

NAME:		
ADDRESS:		
TELEPHONE NUMBER:		
FAX NUMBER:		
E-MAIL ADDRESS:		

C. OTHER OFFEROR TEAM MEMBERS INVOLVED WITH THIS PROJECT

MEMBER NAME:	LOCATION (CITY & STATE):	ROLE:

D. PROJECT DESCRIPTION AND RELEVANCE

(Narrative....1 page limit)

FORM 3

KEY PERSONNEL

Name of Offeror: _____

Position	Name	Company	Start Date	End Date
Project Director				
Construction Manager				
Quality Manager				
Design Manager				
Design-Construction Integration Manager				
Safety Manager				
DBE Program Compliance Manager				
Other Key Positions Identified by Offeror: (List Below)				

Use additional sheets if necessary to identify all proposed Key Personnel.

FORM 4

REPRESENTATIONS & CERTIFICATIONS

Instructions: Check or complete all applicable boxes or blocks on this form and submit it with your offer.

1. TYPE OF BUSINESS ORGANIZATION

By submission of this offer, the offeror represents that it operates as an individual, a partnership, a limited liability company, a joint venture, a nonprofit organization, or a corporation, incorporated under the laws of the State of _____.

Name	Signature
Title	Company
Date	

2. AFFILIATION AND IDENTIFYING DATA

Each offeror shall complete 2.1, 2.2 if applicable, and 2.3 below, representing that:

2.1 It is, is not, owned or controlled by a parent company. For this purpose, a parent company is defined as one that either owns or controls the activities and basic business policies of the offeror. To own another company, means that the parent company must own at least a majority, i.e., more than fifty percent (50%), of the voting rights in that company. To control another company, such ownership is not required. If another company is able to formulate, determine or veto the offeror's basic business policy decisions, such other company is considered the parent of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, Contractual arrangements or otherwise.

2.2 If the offeror is owned or controlled by a parent company, it shall insert in the space below the name and main office address of the parent company:

Name of Parent Company

Main Office Address (including ZIP Code)

2.3 If the offeror has no parent company, it shall provide in the applicable space below its own employer's identification number (E.I.N.), (i.e., number used on Federal tax returns or, if it has a parent company, the E.I. N. of its parent company).

Offeror E.I. N.: _____ or, Parent Company's E.I. N.: _____

Name	Signature
Title	Company
Date	

3. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

This representation is applicable to federally assisted contracts. By submission of this offer, the offeror represents that:

- 3.1 It [] has, [] has not, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause of this solicitation, or the clause contained in Parts II and IV of Executive Order 11246, as amended; that prohibits discrimination on the basis of race, color, creed, national origin, sex, age; and
- 3.2 It [] has, [] has not, filed all required compliance reports; and
- 3.3 Representations indicating submittal of required compliance reports signed by proposed subcontractors will be obtained prior to subcontract awards.

Name	Signature
Title	Company
Date	

4. DISADVANTAGED BUSINESS ENTERPRISE

This representation is applicable to federally assisted contracts. By submission of this offer, the offeror represents that:

- 4.1 It [] is, [] is not, a disadvantaged business enterprise.

"Disadvantaged Business Enterprise" means a for-profit small business concern that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged individuals or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it.

"Socially and Economically Disadvantaged Individual" is defined in 49 CFR Part 26. Notice of Requirements for Disadvantaged Business Enterprise (DBE). By submission of this offer, the offeror represents that:

- 4.2 It [] is, [] is not, currently certified by Metropolitan Washington Unified Certification Program (MWUCP) as a disadvantaged business enterprise.
- 4.3 **Special Certification Requirements for Transit Vehicle Manufacturers.** Each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA funded transit vehicle procurements, must certify that it has complied with the DBE requirements of 49 C.F.R. Part 26.

The offeror represents that it [] is or [] is not a transit vehicle manufacturer and [] has or [] has not complied with the DBE requirements of 49 C.F.R Part 26.

Name	Signature
Title	Company
Date	

5. SMALL BUSINESS ENTERPRISE (MAY 2015)

“Small Business Enterprise” means a for profit small business concern that is at least fifty one percent (51%) owned by one (1) or more individual(s) who are economically disadvantaged. “Economically Disadvantaged Individual” is defined in 49 CFR Part 26, Definitions, in Notice of Requirements for Small Business Enterprise (SBE) Program.

5.1 It is, is not, a small business enterprise. A firm must be a small business as defined by the U.S. Small Business Administration (SBA) by applying current SBA business size standards found in 13 C.F.R. Part 121 that are applicable to the type of work the firm seeks to perform in USDOT assisted contracts. The fifty one percent (51%) owner must be a U.S. citizen or permanent resident. A firm must be organized for profit in order to be eligible for SBE certification. The firm’s average gross receipts cannot exceed the overall USDOT size standard for a small business [\$23.98 million averaged over the three (3) previous fiscal years or part of year that the business has been in existence.] Set forth in 49 C.F.R. § 26.65, at least fifty one percent (51%) of the firm’s ownership must be held by individuals who meet the personal net worth (PNW) cap of \$1.32 million as prescribed by 49 C.F.R. § 26.67.

5.2 It is, is not, currently certified by WMATA as a small business enterprise.

Name	Signature
Title	Company
Date	

6. AFFIRMATIVE ACTION COMPLIANCE

This representation is applicable to federally assisted contracts of \$50,000 or more that are awarded to contractors with fifty (50) or more employees. By submission of this offer, the offeror represents that:

6.1 It has a workforce of _____ employees.

6.2 It has developed and has on file, or has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 C.F.R. §§ 60.1 and 60.2), or

6.3 It has not previously had contracts subject to the written affirmative action program requirements of the rules and regulations of the U.S. Secretary of Labor.

Name	Signature
Title	Company
Date	

7. COVENANT AGAINST GRATUITIES

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any Board member, employee or agent of the Authority with the view toward securing favorable treatment in the awarding, or administration of this Contract.

Name	Signature
Title	Company
Date	

8. CONTINGENT FEES

By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- 8.1 It [] has, [] has not, employed or retained any company or persons (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this Contract, and
- 8.2 It [] has, [] has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract.

Name	Signature
Title	Company
Date	

9. CLEAN AIR ACT AND CLEAN WATER ACT CERTIFICATION

This certification is applicable if the Contract will be federally assisted and the offer exceeds \$150,000, or the Contracting Officer believes that orders under an indefinite type Contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. § 7413(c)(1)] or the Clean Water Act [33 U.S.C. § 1319(c)], is listed by the U.S. Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt:

- 9.1 Any facility to be utilized in the performance of this Contract [] is, or [] is not listed on the EPA's List of Violating Facilities;
- 9.2 Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communications from the Administrator, or a designee of the EPA, indicating that any facility that it proposes to use in the performance of this Contract is under consideration to be listed on the EPA's List of Violating Facilities; and
- 9.3 Offeror will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Name	Signature
Title	Company
Date	

10. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is applicable to federally assisted contracts over \$25,000.

10.1 Primary Covered Transactions. This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of any resultant Contract.

10.1.1 In accordance with the provisions of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180, Subpart C, the offeror certifies to the best of its knowledge and belief that it and its principals:

10.1.1.1 are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

10.1.1.2 have not, within a 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) transaction or contract under a public transaction; violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.1.1.3 are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this certification; and have not, within a three (3) year period preceding this offer, had one (1) or more public transactions (Federal, state, or local) terminated for cause or default.

10.1.2 Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.

10.2 Lower Tier Covered Transactions. This certification applies to a subcontract at any tier expected to equal or exceed \$25,000 and will be a continuing requirement throughout the term of this Contract.

10.2.1 The prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

10.2.2 Where the prospective lower tier subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10.3 The Certification required by 10.2, above, shall be included in all applicable subcontracts and the Contractor shall keep a copy on file. The Contractor shall be required to furnish copies of certifications to the Contracting Officer upon his or her request.

Name	Signature
Title	Company
Date	

11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

11.1 By submission of its offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

11.1.1 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 with any other competitor;

11.1.2 Unless otherwise required by law, the prices that are quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to award (in the case of a negotiated procurement), directly or indirectly, to any other offeror or to any competitor; and

11.1.3 No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer, for the purpose of restricting competition.

11.2 Each person signing this offer certifies that:

11.2.1 He or she is the person in the offeror's organization responsible for the decision regarding the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 11.1.1 through 11.1.3 above; or

11.2.2 He or she is not the person in the offeror's organization responsible for the decision regarding the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated; and will not participate, in any action contrary to 11.1.1 through 11.1.3 above; or and as their agent he or she does hereby so certify.

Name	Signature
Title	Company
Date	

12. CERTIFICATION OF NONSEGREGATED FACILITIES

This certification is applicable to federally assisted contracts over \$10,000.

12.1 By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

12.1.1 It does not and will not maintain or provide for its employees, any segregated facilities at any of its establishments, and that it does not and will not permit its

employees to perform their services at any location under its control, where segregated facilities are maintained.

12.1.2 The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract.

12.1.3 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.

12.1.4 It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

12.2 Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

12.3 Retain such certifications in its files; and

12.4 Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Non-segregated Facilities must be submitted prior to award of a subcontract exceeding \$10,000 that is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Name	Signature
Title	Company
Date	

13. NONDISCRIMINATION ASSURANCE

13.1 By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, in connection with this procurement, that it will not discriminate on the basis of race, color, creed, religion, national origin, sex, age, disability, sexual preference and/or gender identity in the performance of this Contract. The offeror is required to insert the substance of this clause in all subcontracts and purchase orders. The Contractor's failure to carry out these requirements is a material breach of this Contract, that may result in the termination of this Contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer, that it will include this certification, without modification, in all subcontracts and purchase orders.

Name	Signature
Title	Company
Date	

14. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification is applicable to federally assisted contracts if the offer exceeds \$100,000.

14.1 By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that to the best of his or her knowledge or belief:

14.1.1 No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

14.1.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure of Lobbying Activities."

14.1.3 The undersigned shall require that the language of this certification be included in all sub-awards (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) at all tiers and that all sub-recipients shall certify and disclose accordingly.

14.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14.3 The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. § 3801, *et.seq.* apply to this certification and disclosure, if any.

Name	Signature
Title	Company
Date	

15. BUY AMERICA ACT CERTIFICATION

The Buy America Act requirements apply to federally assisted construction contracts, and acquisition of goods or rolling stock contracts valued at more than \$150,000.¹

15.1 By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement it will comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7 Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11.

15.2 An offeror must submit to the Authority, the appropriate Buy America Act certification (below) with all offers on FTA funded contracts, except those subject to a general waiver. Offers that are not accompanied by a completed Buy America Act certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Mark the applicable certifications below:

15.2.1 Certification requirement for procurement of steel, iron, or manufactured products:

Certificate of Compliance with 49 U.S.C. § 5323(j)(1)

The offeror hereby certifies that it will meet the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. § 661.5.

Certificate of Non-Compliance with 49 U.S.C. § 5323(j)(1)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(1) and 49 C.F.R. § 661.5, but it may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. § 661.7.

15.2.2 Certification requirement for procurement of buses, other rolling stock and associated equipment:

Certificate of Compliance with 49 U.S.C. § 5323(j)(2)(C)

The offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and the regulations at 49 C.F.R. § 661.11.

Certificate of Non-Compliance with 49 U.S.C. 5323§ (j)(2)(C)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11, but may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. § 661.7.

Name	Signature
Title	Company
Date	

¹ If the funding for this Contract comes from an FTA grant issued before December 26, 2014, then the limit is \$100,000.

16. CERTIFICATION OF NON-DELINQUENT TAXES

This certification is applicable to federally assisted contracts.

- 16.1** By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 16.1.1** It has not been convicted over the past three (3) years of violating any Federal criminal tax law or failed to pay any tax.
 - 16.1.2** It has certified if it has been notified of an unresolved tax lien or any unsatisfied Federal tax delinquency in excess of \$3,000 and that it is paying tax debts through an installment agreement or has requested a collections due process hearing.
 - 16.1.3** The offeror agrees that a breach of this certification is a violation of the Federal Acquisition Regulation (FAR).
 - 16.1.4** As used in this certification, the term "tax delinquency" means an outstanding debt for which a notice of lien has been filed in public records.
 - 16.1.5** It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - 16.2** Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the FAR.;
 - 16.3** Retain such certifications in its files; and
 - 16.4** Forward the following notice to such subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-DELINQUENT TAXES

A Certification of Non-Delinquent Taxes must be submitted prior to award of a subcontract exceeding \$100,000 that is not exempt from the provisions of the FAR. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Name	Signature
Title	Company
Date	

FORM 5

OFFEROR TEAM SUMMARY

A. OFFEROR BUSINESS ENTITY

NAME:		
ADDRESS:		
TELEPHONE NUMBER:		
BUSINESS ORGANIZATION:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> OTHER:	
YEAR ESTABLISHED:		FEDERAL TAX ID:

B. OFFEROR POINT OF CONTACT

NAME:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

C. OFFEROR TEAM

NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY] <input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		

NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY]		
<input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY]		
<input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY]		
<input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		
NAME:	ADDRESS:	CONTRACT RESPONSIBILITIES:
ROLE: [CHECK ALL THAT APPLY]		
<input type="checkbox"/> EQUITY MEMBER <input type="checkbox"/> LEAD CONSTRUCTOR <input type="checkbox"/> LEAD DESIGNER <input type="checkbox"/> NAMED CONTRACTOR		

FORM 6
FINANCIAL STATEMENT

A. OFFEROR FINANCIAL GUARANTORS

OFFEROR:		
	NAME	EQUITY INTEREST
EQUITY MEMBER #1:		
EQUITY MEMBER #2:		
EQUITY MEMBER #3:		
LEAD CONSTRUCTOR #1:		
LEAD CONSTRUCTOR #2:		
LEAD CONSTRUCTOR #3:		

B. SUMMARY BALANCE SHEET

<i>[EQUITY MEMBER/LEAD CONSTRUCTOR NAME]*</i>	AMOUNT (\$)
CURRENT ASSETS	
AVAILABLE CASH	\$
NOTES RECEIVABLE	\$
ACCOUNTS RECEIVABLE	\$
INVENTORIES	\$
OTHER CURRENT ASSETS (SPECIFY BELOW)	\$
TOTAL CURRENT ASSETS:	\$
CURRENT LIABILITIES	\$
NOTES AND MORTGAGES PAYABLE	\$
ACCOUNTS PAYABLE	\$
OTHER CURRENT LIABILITIES (SPECIFY BELOW)	\$
TOTAL CURRENT LIABILITIES:	\$
SUMMARY NET WORTH:	\$

**Complete separate Part C for each Equity Member and/or Lead Constructor*

C. FINANCIAL STATEMENTS

For each Equity Member, Prime Constructor or Lead Designer, append complete financial statements prepared by a Certified Public Accountant with all exhibits and notes for the most recently completed fiscal years to this form.

FORM 7

CONFIDENTIALITY AGREEMENT

I, _____, hereby agree as follows:

I will maintain the confidentiality of all procurement related information I gain access to as a result of the Dulles Corridor Metrorail Project, Phase 2, Package G (the "Project") procurement process, which includes a series of one-on-one confidential meetings with each Offeror where the Metropolitan Washington Airports Authority (the "Airports Authority") and Offeror may discuss, among other things, the RFP, proposed technical approaches, and other aspects of the design and construction of Package G (the "Collaboration Process"). This includes proprietary information, information designated confidential by the Airports Authority or the Offeror, or any other information that might be considered sensitive which I have heard, seen or reviewed ("Designated Confidential Information").

Except as may be required by applicable law or court order, I will not divulge any Designated Confidential Information to the media, any member of the public or any other Offeror. I understand that a list of the signatories to this type of agreement shall be maintained by the Airports Authority. If contacted by any member of the public or the media with a request for Designated Confidential Information, I will promptly forward such requests to the Airports Authority's Contracting Officer of the Project, Lisa Hickman. I will also maintain security and control over all documents containing such Confidential Information in my custody.

By: _____

Date: _____

Title: _____

Firm: _____

APPENDIX C

DISAVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Facsimiles of the following required Exhibits are provided in this Solicitation for reference only. Offerors must download an electronic copy of each form from the Airports Authority Website and provided fully completed and signed versions (where required) with the Offer.

Exhibit Name	Exhibit Title
Exhibit D	DBE Contract Participation Form
Exhibit E	DBE Letter of Intent
Exhibit L	MWAA Offeror's List

APPENDIX C

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The U.S. Department of Transportation's Disadvantaged Business Enterprise (DBE) Program is applicable to certain airport contracts that involve U.S. Department of Transportation federal grants, as such, this contract is subject to the provisions described below.

01 CONTRACT ASSURANCES

In accordance with 49 CFR PART 26 § 13, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract or subsequent subcontracts. The prime contractor will insure that all associated subcontracts include the following assurance: The contractor and all subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

02 ELIGIBILITY

To be eligible for participation in a Federally-assisted contract as a DBE, a company must be a business organized for profit and must qualify as a Disadvantaged Business Enterprise (DBE) under 49 CFR Part 26. The definition of a DBE is provided in Section 08(A).

The apparent successful offeror who claims DBE status, and all of its subcontractors claiming DBE status, must be certified as such by the Virginia Unified Certification Program (VUCP) prior to the due date for bids or offers and are subject to a thorough investigation to establish status as a DBE, in accordance with the criteria specified in Section 08(A) and 49 CFR Part 26. All DBE firms shall keep their DBE certifications current throughout the life of the contract (see Section 03(E) (2) (D)). If a DBE certified firm participating in this contract outgrows the small business size standard (for example, the firm's annual gross receipts increase sufficiently during the term of this contract to cause the three year average of the DBE's annual gross receipts to exceed the size standard) during the term of this contract, the firm will continue to be considered a DBE for purposes of calculating DBE participation for this contract until this contract expires. If a DBE certified firm participating in this contract becomes ineligible for DBE certification for any reason other than growth in its annual gross receipts during the term of this contract (e.g., the DBE is purchased by a large firm), the Authority reserves the right to require the Contractor to substitute a certified DBE firm to perform the ineligible DBE's work under this contract.

03 DBE PARTICIPATION

A. The DBE goal is listed in Section 03(B) below. By signing the offer, offeror commits to make good faith efforts to achieve the DBE goal listed in Section 03(B)(1) below, unless a waiver request meeting the requirements of Section 04 is submitted with the offer. Failure to sign the offer or submit a waiver request with the offer will result in the offer being found to be in nonconformance with the RFP and rejected. The Authority will treat all other matters of DBE participation (for example, whether the offeror has made a good faith effort to meet the DBE goal, the sufficiency of the submitted Contract Participation Form (Exhibit D), or whether a DBE for whom preaward substitution is sought was proposed in good faith) as matters relating to the offeror's responsibility that the Authority may determine prior to award through communications with the offeror(s) in question. Unless the Authority declares otherwise, such communications with the offeror(s) in question do not constitute "negotiations" or "discussions" as these terms are used in the Authority's Contracting Manual and do not require communication with other offerors.

B. The following DBE participation clauses apply to this solicitation:

1. The DBE goal for this solicitation is fifteen percent (15%) of the total offer amount of the contract. The fifteen percent (15%) DBE participation shall be computed as outlined in Section 03 (D). The Contractor shall prompt, using reasonable measures, all DBE firms participating in this contract, including itself if it is a DBE, to renew their DBE certifications and notify the Authority immediately of any change in status that would affect their eligibility for DBE certification.
 2. If the offeror is not a DBE, the DBE goal may be met by first tier subcontracts with DBEs, or by joint venturing with an Authority certified DBE.
 3. No offeror that seeks to meet the DBE goal through subcontracting or through a joint venture shall be considered to have met this goal unless the DBE subcontractor(s) and/or the DBE joint venture partner(s) are certified by the Authority as DBEs and perform a commercially useful function as defined in Section 08(F).
 4. When modifications to the contract increase the total dollar value of the contract, the Contractor shall make best efforts under the circumstances to maintain the DBE participation of fifteen percent (15%), so that by completion of the contract, fifteen percent (15%) of the total dollar value of the contract will have been performed by DBEs. The Contractor must submit a revised Contract Participation Form and Revised Letter(s) of Intent, or other documentation acceptable to the Authority, which reflects changes in the DBE participation associated with the modifications to the contract.
 5. The Authority discourages offerors and contractors from the practice known as “shopping the contract” when such practice results in a disparate impact on subcontractors at any tier. Although offerors and contractors are expected to provide the Authority with the best value possible for the work performed, this expectation should not be construed to mean that the Authority expects or condones any subcontractor, including DBEs, to perform work at an unreasonably low price.
 6. The Authority is committed to significant participation of minority and woman-owned business enterprises (MBEs and WBEs) in this contract, and encourages offerors to meet the DBE participation goal with significant participation by MBEs and WBEs who qualify as DBEs.
- C. Where subcontracting is proposed, the Authority may evaluate the amount of work subcontracted, the industry practices involved, and any other relevant factors in determining whether the DBE is performing a commercially useful function, as defined in Section 08. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total value of its contract with its own work force, or the DBE subcontracts a greater portion of its work than would be expected on the basis of normal industry practice for the type of work involved, it may be presumed that the DBE is not performing a commercially useful function.

D. Computing DBE participation

Offerors shall apply the following rules to determine whether their DBE participation will meet the contract’s DBE goal (see Section 03 (B.)(1.)):

1. When a DBE participates in a contract, only the value of the work actually performed by the DBE can be counted toward the DBE goal.

2. A prime offeror who is an eligible DBE certified by the Authority can count the amount of its own participation in the contract towards the DBE goal, provided that it is performing a commercially useful function as defined in Section 08(F). Subject to the conditions in Section 03(D) (4-11) below, it can also count the total value of the work that other DBEs perform under a subcontract, provided that the DBE is performing a commercially useful function as defined in Section 07 and is certified by the Authority.
3. A non-DBE prime offeror, in a joint venture with a DBE, may count toward its DBE goal only that portion of the total dollar value of the contract work to be performed by the DBE joint venture partner, provided that the DBE joint venture partner is performing a commercially useful function as defined in Section 07(F), and provided further, that the joint venture is an eligible joint venture. The eligibility requirements are defined in Section 4.7(C).
4. Once a prime contract or subcontract has been awarded to a certified DBE, the DBE must remain certified until its work is complete on the project. The dollar value of work performed under this contract by a firm after it has ceased to be certified as a DBE, or if its certification lapses, will not be counted toward DBE participation.
5. The Authority will not credit the participation of a DBE subcontractor toward the prime contractor's DBE achievement until the amount being counted has been paid to the DBE.

Note: The following subsections discuss the Authority's approved methods of calculating DBE participation for certain types of subcontracts.

6. A non-DBE prime offeror who plans to subcontract work to DBE contractors may count toward its DBE goal only the total dollar value of first tier subcontracts that DBEs will self-perform, provided that:
 - a. Each first tier DBE subcontractor is an eligible subcontractor that has been certified as a DBE by the Authority; and
 - b. Each first tier DBE subcontractor is performing a commercially useful function in the work of the contract as defined in Section 07(F).
7. A non-DBE prime offeror who plans to obtain supplies or materials from a DBE manufacturer (i.e., a producer of goods from raw materials or one which substantially alters them before resale) may count towards its DBE goal the total dollar value of first tier DBE manufacturer subcontracts provided that:
 - a. The manufacturer has been certified as a DBE by the Authority; and
 - b. The DBE assumes the actual responsibility for directly manufacturing the materials or supplies.
8. A non-DBE prime offeror who plans to obtain supplies or materials from a DBE stocking distributor or stocking supplier may count towards its DBE goal sixty percent (60%) of the first tier DBE distributor and stocking supplier contracts provided that:
 - a. The stocking distributor or stocking supplier has been certified as a DBE by the Authority; and

- b. The DBE assumes the actual responsibility for directly providing the materials or supplies.
9. A non-DBE prime offeror who plans to obtain materials or supplies from a DBE non-stocking supplier or distributor, (i.e., a DBE broker, agent, or packager) may count only the broker, agent or packager fee plus transportation cost (usually not more than five percent (5%) of the total value of the subcontract) toward its DBE goal provided that the DBE broker, agent or packager is certified as a DBE by the Authority.
10. A non-DBE prime offeror who plans to obtain the services of a DBE hauling/trucking firm may count towards its DBE goal:
- a. The full value of the transportation services provided by the DBE, provided that the DBE hauling/trucking subcontractor is using trucks it owns, insures, and operates using drivers it employs, is performing a commercially useful function as defined in Section 07(F)(2) and is certified as a DBE by the Authority under an appropriate NAICS code. The DBE may also receive credit for the full value of the transportation services it provides using trucks leased from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from a non-DBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - b. The cost of materials/supplies may not be counted toward the total value of the hauling firm's subcontract unless the DBE hauling firm is also certified as a DBE stocking supplier or non-stocking supplier, and requirements in Sections 03(D)(8) or (9) are met. The total subcontract value, the hauling/trucking fee, and the materials price shall be listed on Exhibits D and E as separate line items.
11. A non-DBE prime offeror who plans to lease or rent equipment from a DBE equipment rental firm may count the total value of the rental/lease contract provided that:
- a. The DBE equipment rental firm is certified as a DBE by the Authority under an appropriate NAICS code; and,
 - b. the equipment is used for the performance of a distinct element of the contract work; and,
 - c. the rental/lease cost(s) are not in excess of industry standard rates for leased or rented equipment; and,
 - d. the DBE equipment rental firm must actually own or control the equipment and maintain a yard or other facility where such equipment is stored.

E. Offeror Conformance with DBE Requirements

1. Documents to be Submitted With Offer

- a. To be in conformance with this solicitation, the offeror is required to commit to meeting the DBE participation goal in Section 03 above. **The offeror's signature on this offer signifies its commitment to the goal.** If the offeror is unable to commit to all or any portion of the DBE goal, it must submit a DBE Goal Waiver Request Form (Exhibit G) in

accordance with the requirements of Section 04 below with this offer to be in conformance with this solicitation.

b. Contract Participation Form

All offerors (including those who are Authority certified DBEs or eligible joint ventures and who plan to count themselves to fulfill the DBE goal) shall submit a Contract Participation Form (Exhibit D) with their offers. Exhibit D is to list all firms that are participating in the contract and to provide all information required by the Exhibit. This form must be signed and dated by the prime contractor's representative. Offerors are also asked to identify MBEs and WBEs.

c. Offeror List

The Department of Transportation regulations under 49 CFR Part 26 require all offerors to identify all firms (DBEs and non-DBEs) who attempted to participate as subcontractors or suppliers on this federally assisted contract. All offerors shall complete the Offeror List (Exhibit L), including all firms, both DBEs and non-DBEs, that quoted to you on potential subcontracts and supplies for this contract.

2. Documents to Be Submitted After Offer Submission

a. Letters of Intent

The apparent successful offeror shall submit original signed Letters of Intent (Exhibit E) from each of the DBEs identified on the Contract Participation Form (Exhibit D) as those firms which will perform work to meet the DBE goal of this solicitation. These Letters of Intent must be submitted within three (3) business days after the Contracting Officer's request. Each Letter of Intent shall be completely filled out and signed by the DBE and co-signed by the offeror. A detailed description of the DBE's scope of work must be provided on Exhibit E.

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

b. DBE Certification

All DBEs must be certified by the Virginia Unified Certification Program as DBEs pursuant to 49 CFR Part 26 prior to the due date for bids or offers. All joint venture(s) between a non-DBE and a DBE must be formally approved by the Authority pursuant to 49 CFR Part 26 as an eligible joint venture prior to award of this contract. The definitions and qualifications for DBEs and eligible joint ventures are outlined in Section 08(C).

- c. If the apparent successful offeror or a subcontractor is a joint venture between a non-DBE and a DBE partner, the joint venture must also submit the Application for Joint Venture Eligibility (Exhibit G). These documents must be submitted within three (3) business days after notification by the Contracting Officer that the joint venture is the apparent successful offeror, unless the Contracting Officer determines a different deadline.
- d. All DBEs shall keep their DBE certifications current and shall immediately notify the Authority if they become ineligible for DBE certification.

3. Failure to Submit Documents and Information

Failure to submit Contract Participation Form (Exhibit D), Letters of Intent (Exhibit E), Disadvantaged Business Enterprise Program Certification Application (Exhibit F)(if applicable), DBE Goal Waiver Request Form (Exhibit G)(if needed), or Offeror List (Exhibit L), by a deadline specified by the Contracting Officer, may result in rejection of the offer.

04 REQUEST FOR WAIVER

- A. If an offeror is unable to meet all or any part of the DBE participation goal, the offeror must submit a Request for Waiver (Exhibit G) of the goal with the offer. The Request for Waiver must demonstrate that the offeror has made a good faith effort to meet the DBE participation goal. The Request for Waiver must include a detailed report of the efforts employed by the offeror to meet the DBE goal, and such reporting must sufficiently satisfy the Authority that the requested waiver is justified. If the Authority is not satisfied that the requested waiver is justified, the offeror will be notified in writing that the good faith efforts were not met. The notification will provide the offeror an opportunity for an administrative reconsideration. The request for administrative reconsideration shall be postmarked not later than seven (7) days after the initial notification of denial of the waiver was received by the offeror. As part of this administrative reconsideration, the offeror will have an opportunity to provide written documentation and argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. If requested, the offeror will be provided an opportunity to meet with the reconsideration official prior to the issuance of a final decision. If the reconsideration official determines that good faith efforts were not made, the Authority may reject the offer. The offeror will be notified of the reconsideration official's decision in writing. The decision is final and is not administratively appealable to the U.S. Department of Transportation. Note: A waiver of any portion of the DBE goal does not relieve the offeror of its responsibilities and requirements under Section 03(E) concerning submission of the Contract Participation Form, Letters of Intent and certification documents for the DBE participation that the offeror has proposed.
- B. The offeror's report supporting the waiver request shall include documentation to substantiate that good faith efforts were made. The Request for Waiver Procedure Form (Exhibit G) contains a sample list of the efforts that an offeror may make. This list is not intended to be exclusive or exhaustive.

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

Efforts that are merely pro forma are not good faith efforts to meet the goal. Efforts to obtain DBE participation are considered pro forma, even if they are sincerely motivated, if, given all relevant

circumstances, they could not reasonably be expected to produce a level of DBE participation to meet the DBE goal. For example, advertising or bulk mailings, alone or together, are considered pro forma and not good faith efforts unless followed up with telephone calls and/or correspondence consistent with normal business practice. If the DBE provides an offer, reasonable efforts to negotiate must be demonstrated.

C. Documents Required for Good Faith Efforts Waiver

1. The Request for Waiver of the DBE goal, the Report of Good Faith Efforts, and all documentation of good faith efforts (Exhibit G) shall be submitted by an offeror with its offer by the offer deadline. Failure to submit the Request for Waiver with the offer will cause the offer to be rejected as nonconforming to the solicitation.
2. DBE Unavailability Certificate Forms (Exhibit H) are to be used if the DBE contacted responded to the prime offeror and stated that it was unavailable for a specific reason. These forms, if applicable, shall be submitted with the Request for a Waiver (Exhibit G) of the goal.

D. The Authority's Department of Supplier Diversity will assist offerors by identifying Authority certified DBE firms and MBE/WBE firms. The Authority does not warrant or guarantee the performance capability of any firms listed therein. The Authority's Department of Supplier Diversity may be contacted at (703) 417-8660, or at the following address: Metropolitan Washington Airports Authority, Department of Supplier Diversity, 1 Aviation Circle, Washington, DC 20001-6000.

05 PREAWARD SUBSTITUTIONS

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

- A. Failure to qualify as a DBE, if the firm was proposed in good faith by the offeror.
- B. Death or physical disability, if the named DBE prime contractor, DBE subcontractor, or DBE partner(s) of the joint venture is an individual.
- C. Dissolution, if a corporation or partnership.
- D. Bankruptcy.
- E. Inability to furnish the required performance and payment bond.
- F. Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- G. Failure or refusal to execute the subcontract in accordance with the terms of an offer negotiated with the Contractor, but only where the Contracting Officer can ascertain with reasonable certainty the terms of such offer. In the absence of any other factors, such a failure or refusal will be considered an unusual situation only if the successful offeror obtained an enforceable commitment from the subcontractor involved.

- H. Failure to comply with the terms and conditions of its subcontract or joint venture agreement.
- I. Voluntary decision by the DBE to not participate on the project prior to signing the Letter of Intent.
- J. The Authority determines that a named DBE is unlikely to perform a commercially useful function or is unable to perform work of the nature and scope claimed for it and the Authority finds that the offeror acted in good faith with respect to its decision to propose that DBE.

06 POST-AWARD COMPLIANCE

A. Compliance Reviews

1. The Authority may conduct post-award compliance reviews to ensure that the named DBEs on the original or, as a result of contract modification, amended Contract Participation Form (Exhibit D), submitted to and accepted by the Authority, perform the work as assigned, and at least at the agreed price that was identified on Exhibit D. Specifically, compliance reviews verify: (1) the participation of those DBE subcontractors identified on Exhibit D; (2) the scope of work for each DBE listed on Exhibit D; and, (3) at least at the agreed price identified for each DBE listed on Exhibit D. The Authority may use the Invoice Attachment Form (Exhibit J), or other appropriate information, to verify the participation of each DBE subcontractor identified on Exhibit D, as submitted by the prime contractor. Delineated on these forms will be the activities of all first tier subcontractors including DBEs, for the purpose of monitoring the progress of all phases of the contract. The invoice attachment form will be submitted by the prime contractor with every invoice submitted.
2. The Authority is committed to equitable treatment and meaningful utilization of, and timely payment and return of retainage to, DBE subcontractors. All offerors are advised that the contract resulting from this solicitation will include the subcontractor payments and return of retainage clause referenced in Article 14. This provision must be incorporated into all subcontracts.

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

1. The Contractor shall prompt with reasonable measures all DBE firms participating in this contract to renew their DBE certifications and to notify the Authority immediately of any change in status that would affect their eligibility for DBE certification.
2. The Contractor shall submit a revised Contract Participation Form and Revised Letter(s) of Intent, or other documentation acceptable to the Authority, which reflects changes in the DBE participation associated with the modifications to the contract within three days of the Contracting Officer's request.
3. The Contractor shall submit a completed Invoice Attachment Form (Exhibit J) with each monthly invoice. Delineated on each Exhibit J will be the activities of all first tier (including second tier, if allowable in the contract) subcontractors, including DBEs, MBEs, and WBEs for the purpose of monitoring the progress of all phases of the contract. The Contractor is responsible for the accuracy of all information reported. Lack of inclusion of a completed Exhibit J with each monthly invoice may result in delay in payment.
4. The Contractor shall allow the Authority access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information and accounting records, for the

purpose of ascertaining whether the DBEs are performing the scheduled subcontract work and the Contractor is otherwise in compliance with the contract's DBE participation goals.

5. The Contractor shall maintain DBE subcontractor records of all DBE subcontracting activities. These records shall include current DBE subcontractor logs, the Authority's Invoice Attachment Form (Exhibit J) and evidence of payments to DBE subcontractors, including but not limited to, copies of canceled checks and paid invoices. These records must evidence compliance with the terms of the contract. Copies of these records will be available to the Contractor Officer or the Equal Opportunity Specialist to review upon request. The Contractor shall document any changes in the DBE contract resulting from increases or decreases in contract value due to contract modifications or other changes, new DBE subcontracts, completion of existing DBE contracts or approved substitution of a DBE subcontractor.
6. The Contractor shall maintain a detailed record of every non-compliance issue and corrective action taken. Examples of non-compliance issues are found below in Section 06(C).

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

1. The terms of a subcontract with a DBE do not agree with the Contract Participation Form and/or Letter of Intent.
2. A firm other than the DBE listed on the Contract Participation Form (Exhibit D) is performing the subcontract work listed on Exhibit D, unless the substitution was authorized by the Authority. The Invoice Attachment Form (Exhibit J) may be used by the Authority to monitor the activities of DBEs and to identify incidence of non-compliance.
3. The Contractor is purchasing the supplies or materials when the Contractor has represented to the Authority that the DBE subcontractor will supply both the labor and supplies or materials for the subcontract.
4. The Contractor requires the DBE subcontractor to perform additional or different work than was agreed in the Letter of Intent (Exhibit E) and the formal contract between the prime contractor and the DBE subcontractor, without additional compensation, and without filing a Revised Letter of Intent (Exhibit E1) with the Authority.
5. The Contractor is paying the DBE subcontractor less than the agreed price of the subcontract as defined in the Letter of Intent (Exhibit E), or in the Revised Letter of Intent (Exhibit E1) without cause.
6. The Contractor is not paying the DBE subcontractor in accordance with the payment provisions of their subcontract.
7. The Contractor fails to submit Invoice Attachment Form (Exhibit J) with his/her invoice submittal, and other documents requested for the purpose of conducting a post-award compliance review.
8. The Contractor's payments to a DBE subcontractor do not meet the DBE dollar commitment made in the Contract Participation Form (Exhibit D).

9. The Contractor fails to accurately report payments to DBE subcontractor(s) on the Invoice Attachment Form (Exhibit J).
 10. The DBE subcontractor enters into second tier subcontracts without written approval by the Authority.
 11. The DBE subcontractor is not performing a commercially useful function as defined in Section 08(F).
- D. If the Contractor is found to be in non-compliance, the Authority may impose appropriate sanctions, (including, but not limited to, withholding of payments or termination of the contract in accordance with the DEFAULT clause) if corrective action acceptable to the Authority is not taken within forty-eight (48) hours (or such other time period deemed appropriate by the Contracting Officer) after notification by the Contracting Officer.
- E. If a DBE listed on the Contract Participation Form (Exhibit D) is determined not to be performing a commercially useful function and it is determined by the Authority that a misrepresentation was made by the DBE, the firm's DBE certification with the Authority may be revoked. In such cases, the Contractor will be required to replace the DBE found to be ineligible with another eligible, certifiable DBE approved by the Authority that will perform a commercially useful function.
- F. Post Award Substitution: The Authority may permit the Contractor to make post-award DBE substitutions consistent with the principles established in Sections 05 and 06.
- G. Compliance Reporting

The Prime Contractor along with all Disadvantaged Business Enterprises (DBE) firms must complete mandatory software training no later than 30 days from the date of award letter through the Metropolitan Washington Airports Authority's web based Supplier Diversity Management System (at <https://mwaa.diversitycompliance.com/>).

07 PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

08 DEFINITIONS

- A. "Disadvantaged Business Enterprise" (DBE) is defined as a for-profit small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation in which at least 51 percent of the stock of which is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Socially and economically disadvantaged individual” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States, and who is—

1. any individual that the Authority finds to be a socially and economically disadvantaged individual on a case-by-case basis. Each such individual must submit the Personal Net Worth Statement showing that his or her personal net worth does not exceed \$1.32 million.
 2. any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged, provided that the individual also submits the Certification of Social and Economic Disadvantage Eligibility and the Personal Net Worth Statement showing that his or her personal net worth does not exceed \$1.32 million.
 - a. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - b. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. “Native Americans,” which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives or Native Hawaiians;
 - d. “Asian-Pacific American,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh; Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - f. Women;
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- B. The term “subcontractor” for purposes of Exhibit 23.2, shall mean an individual or firm with which the offeror or subcontractor proposes to enter into an agreement for the performance of work on the site or for the manufacture, fabrication, or supply of equipment or materials or services used in the construction of the project. The term “subcontractor” shall further refer only to first tier subcontractors unless the contract also permits second tier contracting.
- C. The term “Joint Venture” shall mean an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and/or knowledge.
- D. “Affiliates” Business concerns are affiliates of each other when either directly or indirectly, (1) one business concern controls or has the power to control the other, or (2) a third party or parties controls or has the power to control both. In determining whether business concerns are affiliated, consideration shall be given to all appropriate factors, including common ownership, common management, and contractual relationships. The provisions of 13 CFR Part 121 will be used to guide the Authority in determining whether firms are affiliated.
- E. “Minority Business Enterprises and Women Business Enterprises” (MBE/WBE). The Authority is committed to achieving significant participation of minority and women-owned businesses in its

contracting opportunities. To be considered a minority or women-owned business enterprise, the business concern must be at least 51 percent owned and controlled by one or more minority (African American, Hispanic American, Native American, Asian-Indian American, Asian Pacific American) or female individuals. The firm's management and daily business operations must be controlled by one or more of the qualifying individuals who own it.

F. “Commercially Useful Function”

1. A DBE is considered to perform a commercially useful function when it:
 - a. is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved;
 - b. is responsible, with respect to materials and supplies used on the contract, for negotiating price, ordering materials, and installing (where applicable) and paying for the material itself; and
 - c. when the amount of work performed, when compared to industry practices, is commensurate with the amount the DBE is to be paid under the contract and the DBE credit claimed for its performance of the work. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total value of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it may be presumed that the DBE is not performing a commercially useful function.
2. The following factors should be used in determining whether a DBE trucking company is performing a commercially useful function:
 - a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. If the DBE leases additional trucks, said lease agreements must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased trucks from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY DBE/SBE/MBE/WBE CONTRACT PARTICIPATION FORM

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

Name of Offeror: _____ Project Name: _____

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

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

EX	SAMPLE 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
				DBE	SBE	MBE	WBE	OTHER			
		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											
14											
15											
16											
17											
TOTAL AGREED PRICE MUST EQUAL TOTAL OFFERED PRICE:											

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

Signature: _____ Date: _____

TYPE OF FIRM

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

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

**** CERTIFICATION TYPE (Attach current certification letter)**

DBE = A certified Minority Business Enterprise
SBE = A certified Small Business Enterprise
MBE = A certified Minority Business Enterprise
WBE = A certified Women Business Enterprise

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
LETTER OF INTENT**

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

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

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

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

Please Attach Additional Sheets if Necessary

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

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

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

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

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

_____ (Print or Type DBE's Certification Expiration Date)

FOR MWAA USE ONLY

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

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

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

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

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

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

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

Please Attach Additional Sheets if Necessary

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

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

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

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

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

 (Print or Type DBE's Certification Expiration Date)

FOR MWA USE ONLY

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

EXHIBIT F

DBE CERTIFICATION APPLICATION

The Disadvantaged Business Enterprise (DBE) Program application forms are available for download from the Metropolitan Washington Airports Authority's website by clicking on the "DBE Certification" link at:

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

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

APPLICATION FOR JOINT VENTURE ELIGIBILITY

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

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

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

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

b. NATURE OF JOINT VENTURE'S BUSINESS: _____

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

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

YES NO IF YES, WHICH ONE? _____

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

AFFIDAVIT

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

Name of Joint Venture (if any) _____

Names of companies forming Joint Venture _____

Signature(s) _____

Name(s) _____

Title(s) _____

Date _____

State of _____

County of _____

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

Notary Public _____

Commission Expires _____

[Seal]

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

Notary Public _____

Commission Expires _____

[Seal]

DBE GOAL
WAIVER REQUEST FORM
PROCEDURE

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

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

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

1. Soliciting through all reasonable and available means (e.g. attendance at preproposal meetings scheduled by the Authority, advertising and/or written notices in major circulation newspapers such as the Washington Post, trade association publications, and disadvantaged and minority and women oriented media) the interest of all certified DBEs who have the capacity to perform the work of the contract. The offeror must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The offeror must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested DBEs. It is the offeror's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Authority or the offeror.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
7. Negotiate in good faith with interested DBEs, and not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

WAIVER REQUEST (Continued)

REQUEST FOR WAIVER

_____ hereby requests a waiver of the required contract goals for the participation of DBEs as specified in solicitation number _____. All good faith efforts to identify potential DBEs as subcontractors have been made, but we have been unable to obtain the required goals for the following reason(s):

(Authorized Representative)

(Date)

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

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
DBE UNAVAILABILITY CERTIFICATION**

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

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

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

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

Signature _____

Date _____

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

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

(Signature of DBE)

(Title)

Exhibit I

Disadvantaged Business Enterprise (DBE)
Size Standards for Solicitation #8-18-C001

<u>NAICS Code</u>	<u>Type Of Work / Service</u>	<u>DBE Size Standard</u>
236220	Commercial and Institutional Building Construction	\$23.98 Million
238120	Structural Steel and Precast Concrete	\$15.0 Million
238150	Glass and Glazing	\$15.0 Million
541330	Engineering Services	\$15.0 Million

To be considered a DBE small business, a business firm's average annual gross receipts or average number of employees for the last three (3) years cannot exceed the applicable Small Business Administration (SBA) size standard. Even if a firm meets the SBA small business size standard for the service or good, a firm will not be considered a DBE if its average annual gross receipts for the last three (3) years exceeds a cap of \$23.98 million. Gross receipts or numbers of employees of all affiliates of the firm are included when determining the firm's average annual gross receipts or average number of employees.

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

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

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

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

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY INVOICE ATTACHMENT FORM

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

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

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

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

Signed: _____ Title _____ Date _____

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

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

I. USE AUTHORIZED FORMS

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

II. REPORT ALL DBEs EVERY MONTH

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

III. LEDGER PORTION

A. Name & Description of Work - Enter the subcontractor's name and description of work. For DBEs, these entries must be the same as comparable information appearing on the Letter of Intent and the Contract Participation Form.

B. Classification of Subcontractor(s)

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

Assign classifications as follows:

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

Metropolitan Washington Airports Authority
Instructions for Completing the Invoice Attachment Form

subcontractors who have submitted a certification application but have not yet been certified. Once certification has been achieved, such firms should be classified as both DBE and WBE. This column is also used to calculate Voluntary Participation of woman-owned firms. Thus, a subcontractor can be classified as both DBE and WBE, or just WBE.

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

C. Original Subcontract Amount

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

D. Current Subcontract Amount

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

E. Total Payments to Date

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

F. Amount of This Invoice

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

G. Percentage Amount Complete

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

H. Percent DBE

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

Metropolitan Washington Airports Authority
Instructions for Completing the Invoice Attachment Form

IV. TOP PORTION OF INVOICE ATTACHMENT FORM

A. Original Contract Amount

Enter the original amount of the Prime's Contract.

B. Payments Received

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

C. Current Contract Amount

Enter the current amount of the Prime's Contract.

D. Retainage Withheld

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

E. Invoice Period

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

F. Date Submitted

Enter the date the report is submitted to the Authority.

G. Actual DBE Participation to Date \$

Enter the sum of Total Payments to DBEs.

H. Current Scheduled DBE Participation \$

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

I. Total Original Contracted DBE Participation \$

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

J. Percentage Original Contracted Participation

Enter the percentage of required DBE participation for this contract.

DBE PARTICIPATION REPORT PART I – INDIVIDUAL SUBCONTRACTOR LEDGER

Name Of Prime Contractor _____

Contract Name & Number _____

DBE Subcontractor _____ DBE Certification Number _____

Tier _____ Higher Tier Sub _____

Type _____ DBE Scope of Service _____

Original Letter of Intent / EOP Approved Contract Amount \$ _____

Ledger Sheet Number _____ For Period _____ Date Submitted _____

MONTH	DATE STARTED	ESTIMATED TERM OF CONTRACT	DBE PARTICIPATION REPORT			
			ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	CUMULATIVE AMOUNT BILLED	CUMULATIVE AMOUNT PAID TO DATE

Type and Eligible Percentage of Total Subcontract Amount:

C=Construction Service/Contractor (100%) S=Stocking Supplier (100%) JV=Joint Venture (DBE ownership percentage) M=Manufacturer (100%)

D=Stocking Distributor (100%) B=Broker, Agent, Packager (5%) H=Hauler (30%)

**DBE PARTICIPATION REPORT
PART II – CUMULATIVE LEDGER**

Name Of Prime Contractor _____

Contract Name & Number _____

Actual DBE Participation to Date \$ _____

Current Scheduled DBE Participation \$ _____ Percent Scheduled _____

Total Originally Contracted DBE Participation \$ _____ Percent Originally Contracted Participation _____

Total Amount of Contract \$ _____ Number of DBE Ledger Sheets Attached _____

Date Submitted _____ Reporting Period From _____ Through _____

LIST IN ALPHABETICAL ORDER

#	NAME OF DBE SUBCONTRACTOR	DESCRIPTION OF WORK	TIER	TYPE	ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	CUMULATIVE AMOUNT BILLED	CUMULATIVE AMOUNT PAID
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTALS								

APPENDIX D SUPPLEMENTAL

CD-ORDER FORM REQUEST



METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

**IFB No. 8-18-C001
Phase 2 – Dulles Airport Station Windscreen**

CD-ROM ORDER FORM

COMPANY INFORMATION

COMPANY NAME: _____

CONTACT NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

Please complete the above information and e-mail the form to contracting@mwaa.com with “8-18-C001 CD-ROM” in the subject line.