

**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		<b>1. FOR INFORMATION CALL</b> NAME: <b>Victoria Mayle</b> TELEPHONE NUMBER: <i>(No Collect Calls)</i> <b>703-417-8660</b>	
<b>2. SOLICITATION NUMBER</b>	<b>3. TYPE OF SOLICITATION</b>	<b>4. DATE ISSUED</b>	
<b>IFB-18-34416</b>	<b>TWO-STEP INVITATION FOR BIDS (IFB)</b>	<b>February 22, 2019</b>	
<b>SOLICITATION</b>			
<b>5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION</b>			
The Contractor shall furnish all necessary labor, materials, tools, equipment and supervision to provide, replace and install thirty-six (36) fire security doors for the main terminal baggage handling systems at Washington Dulles International Airport. This solicitation uses a two-step procurement process. The first step is evaluation of the technical proposals per the criteria outlined 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.			
The Period of Performance will be the effective dated of the contract through October 31, 2019.			
All questions concerning this solicitation must be submitted by 3:00 PM March 8, 2019 via the Airports Authority's website at: <a href="http://www.mwaa.com/business/current-contracting-opportunities">http://www.mwaa.com/business/current-contracting-opportunities</a>			
<b>Note:</b> This solicitation has a 0% LDBE participation requirement.			
<b>6. BOND REQUIREMENTS</b>			
BID BOND: None	PAYMENT BOND: None	PERFORMANCE BOND: None	
<b>7. PRE-PROPOSAL CONFERENCE</b>			
DATE: March 5, 2019		TIME: 10:00 AM	
LOCATION: 45025 Aviation Drive, 4 <sup>th</sup> Floor, Dulles, VA 20166 (MWAA Conference Room #4)			
<b>8. DEADLINE FOR OFFER SUBMISSION</b>			
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 <b>2</b> 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 <b>3:00 P.M.</b> local time, <b>March 21, 2019</b> . 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.			
<b>OFFER (Must be fully completed by offeror)</b>			
<b>9. NAME AND ADDRESS OF OFFEROR (Include Zip Code)</b>		<b>11. REMITTANCE ADDRESS (If different than Item9)</b>	
		<b>12A. E-MAIL ADDRESS</b>	
<b>10A. TELEPHONE NUMBER</b>	<b>10B. FAX NUMBER</b>	<b>12B. COMPANY INTERNET WEBSITE</b>	
<b>13. ACKNOWLEDGMENT OF AMENDMENTS (This offeror acknowledges receipt of amendments to this solicitation - give number and date of each)</b>		<b>14A. NAME &amp; TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b>	
AMENDMENT NO.			
DATE			
		<b>14B. SIGNATURE</b>	<b>14C. DATE</b>
<b>AWARD (To be completed by MWAA)</b>			
<b>15. ACCEPTED AS TO ITEMS NUMBERED</b>		<b>20A. NAME OF CONTRACTING OFFICER</b>	
<b>16. CONTRACT NUMBER</b>	<b>17. AMOUNT</b>	<b>20B. SIGNATURE OF CONTRACTING OFFICER</b>	
<b>18. DATE OF AWARD</b>	<b>19. CONTRACT EFFECTIVE DATE</b>		

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04 AVIATION OWNER CONTROLLED INSURANCE PROGRAM MANUAL, November 2018 Edition

05 INSURANCE AFFIDAVIT

06 AIRPORT BULLETINS, ORDERS & INSTRUCTIONS AND OTHER DOCUMENTS  
(Incorporated by Reference)

**Metropolitan Washington Airports Authority**  
**PRICE SCHEDULE**

NAME OF OFFEROR OR CONTRACTOR		SOLICITATION OR CONTRACT NUMBER		PAGE
		IFB-18-34416		III-1 of 1

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
<p><b>SCOPE OF WORK:</b> The Contractor shall furnish all necessary labor, materials, tools, equipment and supervision to replace thirty six (36) Fire-Security Doors for the main terminal baggage handling systems at Washington Dulles International Airport.</p>					
01	Replacement of thirty-six (36) fire-security doors at various locations throughout the Dulles International Airport Baggage Handling System.	36	EA	\$ _____	\$ _____
	<b>Total – Item 01</b>				\$ _____

**BASIS OF AWARD:** Award shall be made to the lowest conforming, responsible offer for the Total Price.

**NOTE:** Unit Price includes all labor, materials, tools, equipment, markup, benefits, overhead and profit. Contractor shall not charge for travel time (or other fees) to and from the Airport.

**SECTION IV - REPRESENTATIONS AND CERTIFICATIONS**

**01 PARENT COMPANY AND IDENTIFYING DATA**

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

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

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

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

Parent Company's Employer's  
Identification Number

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

\_\_\_\_\_

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

\_\_\_\_\_.

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

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

\_\_\_\_\_.

**02 TYPE OF BUSINESS ORGANIZATION**

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

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

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

**03 AUTHORIZED NEGOTIATORS**

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

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



**04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION**

- A. Representation The offeror represents and certifies as part of its offer that it [ ] is, [ ] is not a local disadvantaged business enterprise as defined below. If the offeror is a local disadvantaged business enterprise, it further represents and certifies that there have been no material changes in the information provided with the most recent application for certification, and that the offeror and its affiliates continue to meet the Airports Authority's criteria for being a local disadvantaged business enterprise.
- B. Definitions "**Local Disadvantaged Business Enterprise**" (**LDBE**) is defined as a disadvantaged business concern which is organized for profit and which is located within a 100-mile radius of Washington, DC's zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary would also be eligible to participate in the Authority's LDBE Program. "**Located**" means that, as of the date of the contract solicitation, a business entity has an established office or place of business within a city, county, town, or political jurisdiction within the 100-mile radius referenced above. Evidence of whether a business is "**located**" within the region includes, but is not limited to: an address that is not a Post Office Box; employees at that address; business license; payment of taxes; previous performance of work similar to work to be performed under contract, or related work; and other indicia. A "**disadvantaged business**" is defined as a firm which is not dominant in its field, and which meets the Authority's disadvantaged business size standard(s) for this solicitation.
- C. Certification Proposed LDBEs must apply to the Authority's Department of Supplier Diversity for certification. For further instruction, see **Section IX on Local Disadvantaged Business Enterprise Participation (LDBE)** in this Solicitation.

**05 MINORITY BUSINESS ENTERPRISE REPRESENTATION**

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

**06 WOMEN BUSINESS ENTERPRISE REPRESENTATION**

- A. Representation. The offeror represents that it [ ] is, [ ] is not a Women Business Enterprise.
- B. Definitions. A **Women Business Enterprise** is:
1. A firm of any size which is at least **51%** owned by one or more women or, in the case of a publicly-owned corporation, at least **51%** of stock must be owned by one or more such women; and
  2. Whose management and daily business operations are controlled by such persons.
- C. Certification. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

**07 CONTRACTOR IDENTIFICATION**

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

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

**08 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

- A. The offeror certifies that --
1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (a) those prices, (b) the intention to submit a offer, or (c) the methods or factors used to calculate the prices offered;
  2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- B. Each signature of the offeror is considered to be a certification by the signatory that the signatory:
1. Is the person in the offeror's organization responsible for determining the prices being offered in its offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A.1. through A.3. above; or
  2. a. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A.1. through A.3. above

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

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

## 09 VIRGINIA LICENSE CERTIFICATION

The offeror certifies that it holds a current Class \_\_\_ Virginia State Contractor's License, Number \_\_\_\_\_.

Notice: It is a violation of Virginia law for any party (prime contractor or subcontractor) to engage in, or offer to engage in, contracting work in the Commonwealth of Virginia unless the party has been licensed under the provisions of Title 54, Section 1103 of the Code of Virginia. Violation of this law constitutes the commission of a Class 1 misdemeanor.

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

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

## 11 CERTIFICATION OF ENROLLMENT IN E-VERIFY

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

1. The offeror certifies that it:

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

OR

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

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

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

**12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

A. 1. The Offeror certifies, to the best of its knowledge and belief, that -

a. The Offeror and/or any of its Principals -

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

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

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

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph A. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a

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

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

### **13 INSURANCE AFFIDAVIT**

The Offeror and their insurance agent, broker, or representative must review the insurance provisions to understand their requirements and cost to contract with the Airports Authority. The Insurance Affidavit form, which is included at Section X – Attachment 05, must be completed by the Offeror and its insurance provider. The Airports Authority may declare any offer as non-responsible without this affidavit, or made with an incomplete affidavit form.

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

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

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

The term "Offer" means "Bid", "Offeror" means "Bidder" and "Solicitation" means an "Invitation for Bids" (IFB). "The Authority" means Metropolitan Washington Airports Authority.

**02 PRE-BID CONFERENCE & SITE VISIT**

A pre-bid conference will be held at the Metropolitan Washington Airports Authority 4<sup>th</sup> floor Conference Room #4, 45025 Aviation Drive, Dulles VA, 20166 (Washington Dulles International Airport), on **March 5, 2019** at **10:00 A.M.** Local Time.

Site visits will be held directly after the pre-bid conference at the Washington Dulles International Airport, on **March 5, 2019** at approximately **10:30 A.M.** Local Time.

Interested parties must e-mail SiteVisits@mwa.com to make a reservation not later than 5:00 PM local time, on **March 1, 2019**. Requests must state "**Site Visit for IFB-18-34416**" in the subject line of the e-mail message. Due to increased security, reservations must be made in advance of the deadline referenced above. Only 2 people per firm will be accepted and must present a picture ID.

**03 PROCUREMENT PROCESS – 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.

**04 PUBLIC BID OPENING**

- A. Bids will be publicly opened at the time set forth per Amendment
- B. The total price 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.

**05 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.

**06 PRE-AWARD SURVEY**

- A. The Authority reserves the right to perform or to have performed, an on-site survey of the bidder's facilities or previous work products and to investigate its other capabilities. This survey will serve to verify the data and representations submitted, and to determine that the bidder has overall capability adequate to meet the contract requirements.



Accordingly, the apparent lowest responsive bidder shall furnish the following when requested by the Contracting Officer:

1. A completed and signed Pre-Award Evaluation Data form, including, but not limited to, the following:
  - a. A statement of the Bidder's experience record.
  - b. The type of concerns for which the Bidder conducts business.
  - c. A list of contracts, if any, on which failure to complete within the specified time resulted in the assessment of liquidated damages.
  - d. List of the equipment to be used to perform the contract work.
  - e. Number of employees and hours each will work per day.
  - f. List of work to be subcontracted.
  - g. Qualifications and experience of key project individuals.
  - h. Documentation showing that the bidder has provided reasonable and customary pricing based on industry standards.

The low bidder will be required to demonstrate its ability to perform services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. If the low bidder fails to meet this requirement, the Authority may reject the bidder as non-responsible. If the low bidder is eliminated, then the second lowest bidder will be required to demonstrate its ability to perform services as described herein. This process will continue to the next lowest bidder until a bidder successfully meets the specification requirements.

2. Financial Statements

Complete financial statements for the last two years, including Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Changes in Financial Position (Net Change in Resources) and Statement of Current and Retained Earnings. These statements shall be certified and shall include disclosure of all facts which could impair or affect the statements presented.

3. Local Disadvantaged Business Enterprise data as set forth in Section IX. Note: The submittal of certain LDBE Exhibits, as listed in Solicitation Provision 19, are required to be submitted with the bid. Failure to submit these Exhibits may cause the bid to be found unacceptable and subsequently rejected.

- B. Doubt as to technical ability, productive capability, "good faith effort - LDBE," and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by the Contracting Officer.

## 07 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATION

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the Solicitation Offer and Award form; or (c) by letter or facsimile. The Authority must receive the acknowledgment by the time specified for receipt of offers.

## 08 CONTRACT AWARD

- A. As discussed further herein, the 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 IFB.

- B. The 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 Authority, cost or price and other factors specified elsewhere in this solicitation, considered.
- C. The Authority may (1) reject any or all bids if such action is in the 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 Authority may reject any bid that fails to conform to essential requirements of the IFB. Additionally, the Authority may reject a bid as non-responsive if the prices bid 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, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Authority even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- E. Prompt payment discounts may be offered, however, the Authority will evaluate the cost of the offer without the offeror's prompt payment discount.
- F. In evaluation and consideration of this procurement, the Authority, when deemed in its best interest, reserves the right to make multiple and/or split awards.
- G. The Authority may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Price Schedule, bids may not be submitted for quantities less than those specified. The Authority reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the bidder specifies otherwise in the bid.
- H. 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 Authority may accept a bid (or part of a bid, as provided in paragraph D. above), unless a written notice of withdrawal is received before award.
- I. 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.

## **09 EXPLANATION TO PROSPECTIVE OFFERORS**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a written reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the receipt of offers will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.



**10 PREPARATION OF OFFERS**

- A. Offers must be (1) submitted on the forms furnished by the Authority or on copies of those forms, and (2) manually signed. The person signing an offer must initial each erasure or change appearing on any offer form.
- B. The offer form may require offerors to submit offer prices for one or more items on various bases, including--
1. Base price offer;
  2. Alternate prices;
  3. Units of work; or
  4. Any combination of subparagraphs B.1. through B.3 of this provision.
- C. Unless otherwise specified on the Price Schedule, the solicitation requires that offers on all items be reasonable and customary based on industry standards. The Authority has the sole discretion to determine whether the offer is reasonable and customary on all items and failure to do so may disqualify the offer.
- D. Alternate offers will not be considered unless this solicitation authorizes their submission.
- E. This solicitation precludes the submission of exceptions, conditions, qualifications, or exclusions as part of the bid or proposal. The offeror must respond to the solicitation as presented by the Authority without alteration or exception, unless otherwise allowed elsewhere in the solicitation.
- F. As applicable, for unit priced contracts, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Price Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

**11 SUBMISSION OF BIDS**

- A. Bids shall be submitted in sealed envelopes or packages showing the name and address of the bidder, the solicitation number, and the time specified for receipt. Envelopes or packages should be addressed and delivered before the published date and time of bid opening to the following location:

Metropolitan Washington Airports Authority  
Procurement and Contracts Department, MA-29  
2733 Crystal Drive  
Arlington, VA 22202  
Attn: Victoria Mayle, CPPO, CPPB

- B. Bids which are submitted via any form of electronic transmission such as facsimile (FAX) or email will not be considered unless authorized by this solicitation.
- C. Bids and all documentation submitted in support of the bid, including but not limited to, written narrative, enclosures, submittal, examples of past work, financial statements, and videos will become the property of the Authority and will not be returned.

**12 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS**

- A. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and:
1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or
  2. Was sent by overnight express delivery service (i.e. FedEx, UPS, U.S. Postal Service Express Mail, or other similar guaranteed delivery service) not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or
  3. Was sent by mail or by overnight express delivery service (or was electronically transmitted via fax if authorized), and it is determined that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices; or
  4. Is the only bid received.
- B. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph A.1. through 4. above.
- C. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- D. The only acceptable evidence to establish the time of receipt at the Authority installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- E. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- F. Notwithstanding paragraph A. above, a late modification of an otherwise successful bid that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.
- G. Bids may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

**13 SOLICITATION COSTS**

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

**14 TYPE OF CONTRACT**

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

**15 MINIMUM BID ACCEPTANCE PERIOD**

- A. "Acceptance period," as used in this provision, means the number of calendar days available to the Authority for awarding a contract from the date specified in this solicitation for receipt of bids.
- B. The Authority requires a minimum acceptance period of 90 calendar days from the receipt of bids.

**16 PLACE OF PERFORMANCE**

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

- A. Washington Dulles International Airport (IAD)

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

**17 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

**18 STATEMENT OF UNDERSTANDING**

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

## 19 SITE INVESTIGATION

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

## 20 OFFER DOCUMENTS

All Offers must be submitted in both electronic (USB Drive only) and hard copy. Acceptable electronic formats are Portable Document Format (PDF), Word or Excel. Refer to Section X, Attachment 02, Evaluation Criteria, for submission instructions requirements in response to this solicitation.

## 21 PROTESTS

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

## 22 RESERVED

**23 CONTRACTOR NOTIFICATION OF BID RESULTS**

A record of the bid opening will be posted to the Airports Authority's Contracting Opportunities website within one business day of the bid opening. The record of the bid opening will identify the Apparent Low Bidder. Unsuccessful bidders shall be informed of the successful bid and the contract amount after award.

**24 NOTICE TO LOW OFFERORS**

The fact that an offeror submits the lowest offer does not automatically mean that it will be awarded the contract. Other factors, such as conformity of the offer to the solicitation, the offeror's responsibility, and any change in the Authority's requirements, must be considered. No contractual obligation or liability on the part of the Authority shall exist unless and until the contract is awarded. Therefore, no offeror should begin work on the services called for by this solicitation until after formal notice of contract award has been made by the Authority.

**25 TITLE VI SOLICITATION NOTICE**

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

**SECTION VI - SPECIAL PROVISIONS****01 RESERVED****02 RESERVED****03 SPECIAL SITE CONDITIONS**

The area as specified will be occupied and operational during the period of the contract and all contract work in the area shall be accomplished in such a manner as to cause minimum interruptions to the facilities and activities of the area, and must comply with all safety criteria and rules.

**04 ACCESS TO AIRPORT SECURED AREA WORK SITES**

Access to the Airport Secured Area work sites for the contractor's vehicles is restricted to specific gate locations. These gate locations will be specified in the Contract Documents or at the pre-construction conference. The Contractor shall be responsible for making all traffic arrangements for vehicle activity outside the Airport's boundaries, and when necessary, the Contractor must provide/coordinate for traffic control assistance if the traffic volume interferes with normal traffic flow.

All gates used by the Contractor for access to the secured area of the Airport shall be closed and locked at all times except for passage for an authorized vehicle or pedestrian.

For gates **without** direct access from the public area to a security-controlled area, at least one dedicated person must be assigned (or contracted) to the gate. This person must be familiar with the safety and security requirements for the work site area and must have a means of direct contact with Airport Operations and the Public Safety Communications Center, and adequate communication skills to clearly converse with Authority personnel.

For manned gates **with** direct access from the public area to a security-controlled area, the Airports Authority will provide a guard at no cost during the normal scheduled gate operational hours. The contractor shall provide a credit of \$400/day to reimburse the Airports Authority outside of these hours or if the gate is normally unmanned. A \$600/day credit is required for weekend and holiday. . Use of the Airport's Security contractor requires scheduling plans with advance notice of not less than 72 hours.

Note: The Airport requires at least three (3) business days' notice to obtain Transportation Security Administration (TSA) approval of the security plan before permission to commence may be granted.

**05 RESERVED****06 CONTRACTOR PERFORMANCE EVALUATION**

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

These evaluations should be looked upon as a partnering tool between the contractor and the Airports Authority. It is hoped that they will help the contractor improve performance and communications when needed, as well as provide an opportunity for the Airports Authority to recognize positive performance. It is the

Airports Authority's intent to use these evaluations to help keep communications open between the parties and foster achievement of a quality end product.

**07 LIMITATION OF OBLIGATIONS AND LIABILITIES**

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

**08 CONTRACT TERM**

The Period of Performance will be the effective date of the contract through October 31, 2019.

**09 OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Authority may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration. The Authority will give the Contractor a preliminary notice of its intent to extend at least 30 days prior to contract expiration. This preliminary notice shall not commit the Authority to an extension. If the Authority exercises an option, the extended contract shall be considered to include this option provision. The extended contract shall be at the rates specified in the Price Schedule. The total duration of this contract, including the exercise of any options under this provision, shall not exceed six (6) months.

**10 RESERVED****11 RESERVED**



**SECTION VII - CONTRACT PROVISIONS****01 PRE-CONSTRUCTION REQUIREMENTS****A. Pre-construction Conference**

Within ten (10) calendar days after award of a contract, the Contracting Officer will arrange for a pre-construction conference to be held at the Authority (exact date, time, and place to be specified by a separate communication), and attended by representatives of the Authority and the Contractor.

The Contractor shall deliver the following to the Contracting Officer at the conference.

**1. Progress Schedules**

Pursuant to the provision entitled, "Schedules for Construction Contracts", the Contractor shall provide progress schedules for the project. The Contractor shall deliver five (5) copies of the schedule to the Contracting Officer at or before the time of the Pre-construction Conference and submit schedule updates showing actual progress in the same number of copies on the first calendar day of each month for the duration of the contract term. Failure to comply with this provision shall be grounds for termination for default.

**2. Insurance**

Pursuant to the provision entitled "Insurance," the Contractor shall submit an Advice of Insurance evidencing insurance coverage provided under the Owner Controlled Insurance Program (OCIP) and a certificate of insurance evidencing the required insurance coverage obtained at Contractor expense. NOTE: All insurance requirements must be met prior to commencement of work on the job site.

**3. Airport Identification Badges**

The Contractor shall submit Designated Official Certification documentation and applications for Airport Identification Badges as specified by the Contracting Officer's Technical Representative (reference Section X, Attachment 06).

**B. Notice to Proceed**

A Notice to Proceed will be issued by the Contracting Officer based on satisfactory receipt of the preceding items.

**02 SCHEDULES FOR CONSTRUCTION CONTRACTS**

A. The Contractor shall, at or before the time of the pre-construction conference, prepare and submit to the Contracting Officer for approval five (5) copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress schedule of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

B. The Contractor shall enter the actual progress on the schedule as directed by the Contracting Officer, and upon doing so shall immediately deliver five (5) copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may



be required by the Contracting Officer, without additional cost to the Authority. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

- C. Failure of the Contractor to comply with the requirements of the Contracting Officer under this provision shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

### **03 SUSPENSION OF WORK; DELAYS**

- A. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for a period of time that the Contracting Officer determines necessary for the convenience of the Authority.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- C. A claim under this provision shall not be allowed (1) for any costs incurred more than 20 days before Contractor notifies the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### **04 PAYMENTS - CONSTRUCTION CONTRACTS**

A. Payments by the Authority

The Authority shall pay the Contractor the contract price as provided in this contract. Monthly progress payments shall be made as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates provided by the Contractor and approved by the Contracting Officer. The Authority shall make payments within 30 calendar days after receipt of a proper invoice in the office designated in Paragraph B. Billing Instructions.

The Authority strongly recommends that contractors participate in a program whereby payments under this contract are made via electronic funds transfer into the contractor's bank. Contractor requests to initiate such service shall include the bank name, address, account number, contact person, telephone number, and American Bankers Association (ABA) 9-digit identifying number. The initial request and any subsequent changes must be signed by the contractor's signatory of the contract and shall be submitted directly to the Authority's Finance Office (MA-22B).

**B. Billing Instructions**

1. Invoice Submittal. The Contractor shall submit, no more than once each month, an original of both its invoices and the Authority's Invoice Attachment Form (see the following paragraph) , either electronically via e-mail to [invoices@mwa.com](mailto:invoices@mwa.com) or in hard copy to the following address:

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

2. Invoice Attachment Form. The Invoice Attachment Form (see Exhibit J) shall provide information on **all subcontractors**, each subcontractor's scope of services, and the subcontract dollar amount for those services. When reviewing the Contractor's invoicing for the reporting period, the Authority will use the Invoice Attachment Form as verification of subcontracting activities and payments. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. Failure to include required Exhibit J Attachment may delay payment of your invoice.
3. Basis for Payment of Lump Sum Line Items. Progress payments for Lump Sum Line Items shall be based upon actual progress made toward completion of the line item. Insofar as possible, the Contractor shall measure or estimate progress using a quantifiable/verifiable standard of measurement. The payment amount for a lump sum line item shall be calculated by multiplying the price of the line item times the percentage completed during the billing period. In reviewing estimates, the Contracting Officer may authorize material delivered to or near the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if such consideration is specifically authorized by this contract.
4. Basis for Payment of Unit Priced Line Items. If the quantity of a unit-priced item in this contract is an estimated quantity, progress payments for such item shall be based upon the actual quantities completed/delivered. The payment amount for a unit priced line item shall be calculated by multiplying the unit price (taking into account Contract Provision 04,H entitled, "Variation in Estimated Quantity" as applicable) times the quantity completed during the billing period.
5. Basis for Payment of Cost Reimbursable Items. The total cost of bond and insurance premiums for coverage required by this contract for the Contractor and subcontractors of all tiers shall be reimbursed by the Authority based on actual costs incurred, providing such costs are reasonable and customary based on industry standards and proof of payment along with the surety's and insurance carrier's invoices are provided to the Authority. See Solicitation Provision 19 and Contract Provision 20 for bond and insurance coverage requirements which are eligible for reimbursement. Contractors shall submit consolidated invoices (for the Contractor and subcontractors) for reimbursement of bond and insurance premiums. It is anticipated that the invoice for bond premiums will be submitted soon after the bonds have been purchased and proof of payment is available. Consolidated invoices for insurance premiums may be submitted on an annual basis. The retainage provisions in paragraph (E) below shall not apply to payments attributable to bond premiums and insurance coverage. Because payment of these reimbursable items will require a modification to the contract to provide funding, it is anticipated that thirty days processing time will be required to make payment for these items in addition to the normal invoice processing time.

Bonding costs associated with change order work will be reimbursed upon completion of the contract.

C. Timely Payments to Subcontractors

The Contractor promises that it will pay its subcontractors within 10 days following receipt of payment from the Authority. The prime contractor also agrees to return any retainage withheld from subcontractors within 10 days after the subcontractor has satisfactorily completed its work. Any delay or postponement of payment may not take place without prior approval of the Authority. A finding of non-payment is a material breach of this Contract. The Authority may, at its option, increase allowable retainage or withhold progress payments unless and until the Contractor demonstrates timely payment of sums due subcontractors. Provided, however, that the presence of a "pay when paid" provision in a subcontract shall not preclude Authority inquiry into allegations of non-payment. Provided, further, that the remedies above shall not be employed when the Contractor demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier. The Contractor shall incorporate this provision into all subcontracts in excess of \$5,000 that result from this Contract.

D. DBE Owned Banks

Contractors are encouraged to utilize banks which are owned and controlled by Disadvantaged Business Enterprises (DBE). To obtain a list of Disadvantaged Business Enterprise banks, contact the Department of Supplier Diversity at 703-417-8660.

E. Partial Withholding of Progress Payments

If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of ten (10) percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount which the Contracting Officer considers adequate for protection of the Authority and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, portion of work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

F. Contractor Submission Of W-9 Required Prior to Contract Award

As a prerequisite for contract award, the contractor shall complete all parts of the Internal Revenue Service ("IRS") Form W-9 (Request for Taxpayer Identification Number and Certification). Contract award will not be made until the completed W-9 has been received by the Authority. The W-9 form and instructions are available to contractors by accessing the IRS website at [www.irs.gov](http://www.irs.gov) and inserting the form number "W-9".

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

**G. Transfer of Title (Ownership)**

All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Authority, but shall not be construed as:

1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
2. Waiving the right of the Authority to require the fulfillment of all the terms of the contract.

**H. Variation in Estimated Quantity**

If the quantity of a unit-price item in this contract is an estimated quantity and the actual quantity of the unit-price item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be made upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within ten (10) days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

**I. Final Payment**

The Authority shall pay the amount due the Contractor under this contract after:

1. Completion and acceptance of all work;
2. Presentation of a properly executed final invoice;
3. Return of all airport identification cards and keys; and
4. Presentation of releases of all claims, liens and encumbrances against the Authority arising by virtue of this contract. The release shall identify other claims, liens and encumbrances, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract have been assigned. Any assignment must be approved by the Contracting Officer.

**05 DIFFERING SITE CONDITIONS**

- A. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this provision and the contract modified in writing accordingly.

- C. No request by the Contractor for an equitable adjustment to the contract under this provision shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in A. above for giving written notice may be extended by the Contracting Officer.
- D. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## **06 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

- A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance; (6) the proximity to aircraft and its effect in project performance; (7) the proximity to the public that is expected at an operating airport. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Authority, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Authority.
- B. The Authority assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Authority. Nor does the Authority assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## **07 MATERIAL AND WORKMANSHIP**

- A. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, or as otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- B. The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.



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

## **08 SUPERINTENDENCE BY THE CONTRACTOR**

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

## **09 KEY PERSONNEL**

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

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

Key personnel are defined as follows:

- A. Personnel identified in the bid or proposal as key individuals to be assigned for participation in the performance of the contract;
- B. Personnel whose resumes were submitted and approved; or
- C. Individuals who are designated as key personnel by the Authority.

## **10 PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

## **11 OTHER CONTRACTS**

The Authority may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with other Contractors and with Authority employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit

or permit any act that will interfere with the performance of work by any other Contractor or by Authority employees.

## **12 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- B. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. Repairs are to be performed as needed or on a 24-hour basis as may be required by the Contracting Officer at no additional cost. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- C. The Contractor shall submit the name and phone number of an electrician and plumber to be used on an emergency basis should immediate repairs to damaged utilities be required.

## **13 OPERATIONS AND STORAGE AREAS**

- A. The Contractor shall confine all operations (including storage of materials) on Authority premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Authority. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- D. All temporary buildings required by the Contractor shall be weather and watertight and maintained in a neat orderly appearance for the duration of the work and shall be provided with raised wood floors, solid-sheathed composition roof, adequately screened windows for light and ventilation and substantial wood doors with provision for locking.

- E. The Contractor shall provide temporary chemical toilet structures. Toilet structures shall be provided in numbers as required in adequately sized structures, located as approved, and maintained in a clean and sanitary condition subject to the approval of the Contracting Officer's Technical Representative (COTR).
- F. Surface or subsurface water or other fluids shall not be permitted to accumulate in excavations nor in or about the premises and vicinity thereof. Should such conditions be encountered or develop, the water or other fluid shall be controlled and suitably disposed of at no additional cost by means of temporary pumps, piping drainage lines, troughs, ditches, dams, or other methods approved by the Contracting Officer's Technical Representative (COTR).
- G. Throughout the entire construction period, effectively dust-palliate the work area, unpaved and paved roads used in the operations, and unused portions of the site. Such palliation shall include application of intermittent watering and sprinkling at such frequency as will satisfactorily lay the dust. The use of calcium chloride for dust palliation is not permitted.

#### **14 USE AND POSSESSION PRIOR TO COMPLETION**

- A. The Authority shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Authority intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Authority's possession or use shall not be deemed an acceptance of any work under the contract. Prior to final acceptance the Contractor shall protect and ensure all portions of the work in beneficial occupancy against damages resulting from either equipment or work not yet placed into beneficial occupancy except to the extent such damage is the direct result of negligence on the part of Authority personnel or their representatives, or normal wear and tear.
- B. While the Authority has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Authority's possession or use, notwithstanding the terms of the provision in this contract entitled "Permits and Responsibilities." If prior possession or use by the Authority delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

#### **15 CLEANING UP**

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

#### **16 AVAILABILITY AND USE OF UTILITY SERVICES**

- A. The Authority shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. If the contract provides that the Contractor is to pay for utility services, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Authority or, where the utility is produced by the Authority, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.



- B. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Authority, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- C. Electrical power is available through Authority load centers. Wiring for temporary power shall be so arranged as to cause no interference with normal airport operations. Electric temporary wiring shall be kept thoroughly insulated and special precautions shall be taken to avoid short circuits using type THW wire and waterproof sockets and fittings throughout.
- D. Water will be made available to the Contractor at the site for construction and personnel use with approval from the Contracting Officer's Technical Representative (COTR) for connections to the water supply. On all connections the Contractor will be required to install and use meters to be provided by the Metropolitan Washington Airports Authority Utilities Branch. Requests for meters will be coordinated through the Contracting Officer's Technical Representative (COTR). The Contractor shall pay all costs for bringing water from its source. The cost of the water will be paid by the Authority, unless a determination is made by the Contracting Officer that the Contractor is not taking reasonable measures to conserve its use, in which case the Contractor will be required to install a meter at its own expense and bear the cost of the water used.
- E. Sanitary conveniences are the responsibility of the Contractor.

**17 RESERVED**

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

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

otherwise delivered to the Contracting Officer within 48 hours subsequent to the occurrence of the accident or fire.

- C. The Contractor shall assure compliance by subcontractors at all tiers with the provisions of this clause.

## 19 INDEMNIFICATION

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

## 20 INSURANCE

### A. Authority Provided Insurance

1. AVIATION Owner Controlled Insurance Program. The Authority has implemented an Owner Controlled Insurance Program (AVIATION OCIP) to furnish certain insurance coverage with respect to jobsite work. This contract is covered by the AVIATION OCIP; your participation and that of your subcontractors of any tier is mandatory, unless specifically excluded. It is important to note that the AVIATION OCIP is not intended to cover the Contractor's consultants, suppliers, vendors or materials dealers, nor any fabrication, manufacturing, or operations conducted away from the job site. The AVIATION OCIP coverages do not apply to Contractors or subcontractors of any tier performing work under an excluded contract, or other Contractors or subcontractors deemed to be ineligible for coverage, as defined in Section 3, "Excluded Parties," of the AVIATION OCIP Insurance Manual.
2. AVIATION OCIP Insurance Manual. The AVIATION OCIP Insurance Manual covers projects performed for the Airports and for the Dulles Toll Road. The AVIATION OCIP Insurance Manual is incorporated herein and attached hereto at Section X, Attachment 04. (Note: This manual may be revised from time to time. The latest revision to the manual is available from the "Business Information" section of the Authority's website at <http://www.mwaa.com>.) The AVIATION OCIP Insurance Manual provisions, when read in conjunction with the actual insurance policies, shall control the insurance and claim responsibilities and rights of the parties to this contract. If there is any disagreement or inconsistency between the AVIATION OCIP Insurance Manual and this contract provision, this contract provision shall prevail.
3. Coverage Provided Under the AVIATION OCIP. Refer to the AVIATION OCIP Insurance Manual for coverage details and procedural requirements. The Authority hereby agrees to

maintain at its sole expense the following insurance coverage **for all enrolled** Contractors and subcontractors of any tier:

- a. General Liability (on-site)
  - b. Umbrella/Excess Liability
  - c. Contractor's Pollution Liability
  - d. Builder's Risk
4. Discontinuation of AVIATION OCIP. The Authority reserves the right to discontinue the AVIATION OCIP policies upon forty-five (45) calendar days written notice to the enrolled Contractors and subcontractors. Upon such notice, the enrolled Contractors shall obtain and maintain at the Authority's expense during the performance of the work, all of the AVIATION OCIP coverages specified in Section 4, "AVIATION OCIP Insurance Coverage," of the AVIATION OCIP Insurance Manual. Such replacement coverages shall be consistent with the form, content, limits of liability, and financial strength of insurers as had been previously provided by the AVIATION OCIP, where reasonably commercially available. The Authority will reimburse reasonable replacement costs of such coverages. Written evidence acceptable to the Authority identifying the itemization of insurance costs for the replacement coverages must be provided to the Authority before reimbursement will be made.
5. Contractor Responsibilities. The Contractor and all subcontractors of any tier are required to cooperate with the Authority and the Authority's AVIATION OCIP Insurance Administrator with respect to the administration and operation of the AVIATION OCIP. The Contractor's responsibilities are detailed in the AVIATION OCIP Insurance Manual and shall include, but not be limited to:
- a. Providing necessary contract, operations and insurance information;
  - b. Including the AVIATION OCIP provisions in all subcontracts;
  - c. Notifying the AVIATION OCIP Insurance Administrator of all subcontracts awarded;
  - d. Complying with applicable loss control (safety) and claims reporting procedures and provisions as outlined or subsequently modified in the AVIATION OCIP Insurance Manual and the Construction Safety Manual;
  - e. Completing all necessary insurance applications prior to start of work; and
  - f. Prompt payment of Safety Obligations as detailed in the AVIATION OCIP Insurance Manual.
6. No Release. The carrying of the above described insurance shall in no way be interpreted as limiting the Contractor's liability or relieving the Contractor or subcontractor of any other responsibility under this agreement or any applicable law, statute or regulation.

B. Contractor Provided Insurance

The Contractor and all subcontractors enrolled in the AVIATION OCIP shall maintain the following minimum insurance coverage throughout the contract period. These coverages shall be written by insurance companies possessing a current rating of A-VII or higher from the A.M. Best Company or an equivalent rating service. Contractors should refer to Section 5 of the AVIATION OCIP Insurance Manual for the details of this coverage, including additional insured requirements.

1. Automobile Liability (on-site and off-site)
2. Workers Compensation & Employers Liability (on-site and off-site)
3. Commercial General Liability (off-site)
4. Umbrella Liability (off-site)
5. Professional Liability (where required)

C. Premium Reimbursement

The Contractor and subcontractors of any tier shall only be reimbursed their actual premium costs for the contract related to any coverage required by paragraph A.4, Discontinuation of Aviation OCIP. Refer to Contract Provision 04, entitled "Payments - Construction Contracts," paragraph B.5. for specific information concerning reimbursement of premiums.

## 21 CHANGES

A. The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

1. In the specifications (including drawings and designs);
2. In the method or manner of performance of the work;
3. In the Authority-furnished facilities, equipment, materials, services, or site; or
4. Directing acceleration in the performance of the work.

B. Any other written or oral order (which, as used in this paragraph (B), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this provision, if the Contractor gives the Contracting Officer written notice within seven calendar days of the written or oral order stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

C. Except as provided in paragraphs (A) and (B) of this provision, no order, statement, or conduct of the Contracting Officer shall be treated as a change or entitle the Contractor to an equitable adjustment.

D. If any change under this provision causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a "proposal for adjustment" (hereafter referred to as proposal) based on defective specifications, no proposal for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Authority is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications. If an equitable adjustment is made and the contract is modified in writing, the Contractor shall modify its insurance and bonding coverage accordingly.

E. The Contractor must submit any proposal under this provision within 30 days after (1) receipt of a written change order under paragraph (A) above, (2) furnishing a written notice under paragraph (B) above, or (3) after completion of Time and Material work in accordance with Paragraph H, unless this period is extended by the Authority. Failure to document the basis for change within prescribed time shall constitute an abandonment of all entitlement. The proposal must include a written statement describing the Contractor's assessment of the scope of change and costs thereof as well as a definitive determination of the effect of the change on time. The proposal for equitable adjustment may be included in the notice under paragraph (B) above.

F. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

- G. The following mark-ups are allowable on Lump Sum proposals submitted by the Contractor:
1. When Contractor or Subcontractor perform the work, they will be allowed the following mark-ups on direct productive costs:
    - a. Ten percent overhead
    - b. Ten percent profit on proposals less than \$100,000 and five percent profit on proposals more than \$100,000
  2. The Contractor and each Subcontractor not performing the work will be allowed a five (5) percent (%) mark-up on a lower tier Subcontractor's total costs subject to the limitations stated in subparagraph 3 below. The Contractor shall certify all Subcontractors proposals. The certification shall indicate the following:
    - a. The claim is made in good faith
    - b. The supporting data is accurate and complete to the best of the Contractor's knowledge and belief.
    - c. The amount requested accurately reflects the contract adjustment for which the Contractor believes the Authority is liable.
  3. The maximum allowable mark-up totals per Change Proposal which the Authority will be subject are twenty-seven (27%) percent for cost over \$100,000 and thirty-three (33%) percent for cost under \$100,000.
- H. Should circumstances dictate that changed work be started immediately, the Contracting Officer may direct the Contractor, and the Contractor shall proceed with the work on a Time and Material basis pending a contract modification. The Contractor shall provide on a daily basis separate records of Time and Material work, which will be subject to Contracting Officer's approval and audit. Work done on the basis of time and material shall be subject to all requirements of the contract. The following shall apply for Time and Material records:
1. Labor: Labor costs shall be composed of direct labor cost plus labor burdens. The Contractor shall submit his breakdown for approval. Direct labor cost shall be no higher than those regularly paid the employee. Upon the request of the Contracting Officer, the Contractor shall provide certified payroll records for audit purposes.
  2. Materials: Vendor's invoices accompanied by evidence of payment shall be supplied to establish the Contractor's cost of material. Payment will only be made for the material consumed during the performance of the Time and Material Work or for approved material which is incorporated as part of the finished work.
  3. Equipment: The value of equipment shall be completed by utilizing current Blue Book Equipment Rental Rates as follows:
    - a. If the equipment is owned, hourly rates will be computed based on the latest version of the "Blue Book Rental Rate for Construction Equipment." Hourly rates will be computed by dividing monthly Blue Book rates (excluding operating costs) by 176, and adjusting for region and depreciation. In the case of any machinery or equipment not referred to in the Blue Book Rental Rates, a monthly rental rate shall be computed on the basis of an



amount that is the equivalent of 6 percent of the manufacturer's list price of the sale (new) of such equipment. The hourly rate in such cases will be determined by dividing the monthly rate by 176 when actually operating. Payment for equipment idled as a direct result of the change, if applicable, shall be based on 50 percent of the rate determined herein.

- b. If the equipment is rented, the compensation shall be based on the actual rental costs supported by invoices.
- c. No payment will be made for the small tools defined as individual pieces of equipment or tools having a new value of \$1,000.00 or less.

4. Mark-ups:

- a. On work performed by the Prime Contractor or a Subcontractor:

- (1) Fifteen Percent combined overhead and profit on net increased labor.
- (2) Ten percent combined overhead and profit on net increased material.
- (3) No mark-ups will be allowed on increased equipment.

- b. On work not performed by the Prime Contractor or a Subcontractor:

The Contractor and each Subcontractor not performing the work will be allowed a five (5) percent (%) mark-up on a lower tier Subcontractor's costs excluding Subcontractor mark-ups, regardless of the tier of the Subcontractor.

- c. The maximum allowable mark-up totals per Change Proposal which the Authority will be subject are twenty-seven (27%) percent for cost over \$100,000 and thirty-three (33%) percent for cost under \$100,000.

- I. The allowable percentages of cost for overhead and profit are deemed to include such costs as the following: Field management personnel including project manager, superintendent, site engineer, CQC, Safety and utility coordination personnel. All field office expenses required by Contract, expenses for timekeepers, clerks and watchmen, cost of correspondence of any kind, and insurance not specifically mentioned herein and not included in the Owner Controlled Insurance program, all expenses in connection with the maintenance and operation of the field office, schedule update, use of small tools, and cost of small vehicles generally used for transporting either workmen, materials, tools or equipment to job location, and incidental job burdens, and overhead of Contractor's established home office, branch office or similar facilities. Other costs not listed herein shall be subject to the approval of the Contracting Officer.

- J. Bonding costs associated with change order work will be reimbursed upon completion of the contract.

## **22 INSPECTION OF CONSTRUCTION AND FINAL INSPECTION AND ACCEPTANCE**

- A. Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

- B. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Authority. All work shall be

conducted under the general direction of the Contracting Officer and is subject to Authority inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

- C. Authority inspections and tests are for the sole benefit of the Authority and do not:
1. Relieve the Contractor of responsibility for providing adequate quality control measures;
  2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  3. Constitute or imply acceptance; or
  4. Affect the continuing rights of the Authority after acceptance of the completed work under paragraph I. below.
- D. The presence or absence of an Authority inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- E. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Authority may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Authority shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- F. The Contractor shall, without charge, replace or correct work found by the Authority not to conform to contract requirements, unless in the Authority's interest the Authority consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises. If the Authority chooses not to accept the work with a contract price adjustment and if the Contractor does not promptly replace or correct rejected work, the Authority may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- G. If, before acceptance of the entire work, the Authority decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material to perform removal. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet the contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- H. Upon completion of all work required by the plans and specifications, the Contractor shall request final inspection from the Contracting Officer's Technical Representative (COTR). If the work is not acceptable to the COTR, the Contractor will be furnished a list of items which must be made acceptable. The Contractor shall again request final inspection after the completion of the unacceptable items. If the work inspected by the COTR is then found to comply fully with the requirements of the contract, it shall be accepted by the Contracting Officer. Acceptance will not occur unless all items are acceptable.

- I. Unless otherwise specified in the contract, the Authority shall accept, as promptly as practicable after completion and inspection, all work required by the contract, or that portion of the work that the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Authority's rights under any warranty or guarantee. Final payment shall be made after acceptance of all work and the receipt of a fully executed Contractor's Release, and will be made in accordance with the terms and conditions of the contract.

## **23 WARRANTY OF CONSTRUCTION**

- A. In addition to any other warranties in this Contract, the Contractor warrants, except as provided in paragraph J. of this provision, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship furnished or performed by the Contractor or any subcontractor or supplier of any tier.
- B. This warranty shall continue for a period of 1 year from the date of substantial completion of the work. If the Authority takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Authority takes possession.
- C. The Contractor shall remedy at the Contractor's expense any defects and any failure to conform to contract requirements. In addition, the Contractor shall remedy at the Contractor's expense any damage to Authority-owned or controlled real or personal property, when that damage is the result of:
1. The Contractor's failure to conform to contract requirements; or
  2. Any defect of equipment, material, workmanship, or design furnished.
- D. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this provision. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- E. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- F. If the Contractor fails to remedy any failure, defect, or damage within 14 calendar days after receipt of notice, unless permitted otherwise by the Contracting Officer, the Authority shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- G. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
1. Obtain all warranties that would be given in normal commercial practice;
  2. Require all warranties to be executed, in writing, for the benefit of the Authority, if directed by the Contracting Officer; and
  3. Enforce all warranties for the benefit of the Authority, if directed by the Contracting Officer.
- H. In the event the Contractor's warranty under paragraph B. of this provision has expired, the Authority may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- I. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier of any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the



Authority nor for the repair of any damage that results from any defect in Authority-furnished material or design.

- J. This warranty shall not limit the Authority's rights under the Inspection and Acceptance provision of this contract with respect to latent defects, gross mistakes, or fraud.
- K. Defects in design or manufacture of equipment specified by the Authority on a "brand name and model" basis, without deviation shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Authority.

## **24 DISPUTES**

### **A. General**

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

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

### **B. Waiver of Jury Trial**

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

### **C. Performance Pending Dispute**

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

### **D. Steps of Administrative Disputes Procedure**

#### **1. Claim Submission**

The Contractor shall submit a written claim signed and certified as true and accurate and that it is made in good faith based upon supporting facts and cost and pricing data that are current, accurate and complete as of date of submission and date of any agreement; the claim and certifications shall be made by a duly authorized officer of the Contractor. The claim at a minimum shall include a) the basis of liability; b) basis of request for additional compensation, time extension request or other relief requested; c) a narrative that fully explains the basis for

liability; d) the claim must state that it is made in good faith, that the supporting facts and cost and pricing data are current, accurate and complete as of the date of certification, and the amount of additional compensation, time of performance, or other relief requested reasonably and accurately reflect the added cost, added time of performance, and other damage the Contractor reasonably believes it has incurred; and e) the claim must include or specifically reference all actual cost accounting records, actual schedule data, as-built data, or other data or facts that relate to any aspect of the Contractor's claim.

## 2. Prohibited Claim Formats

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

## E. Claims Review and Disposition

### 1. Contracting Officer Discussions

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

### 2. Alternative Dispute Resolution (ADR)

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

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

e. The parties agree to split evenly the costs of the mediator and any incidental costs associated with holding the mediation.

3. Impasse and Litigation

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

4. Contracting Officer's Final Decision

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

5. Litigation

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

F. Remedies for inappropriate claims

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

1. Remedies for Reckless or Frivolous Claims

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

2. Remedies for False or Misleading Statements or Material Misrepresentation

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

**25 TERMINATION FOR CONVENIENCE OF THE AUTHORITY**

A. The Authority may terminate performance of work under this contract in whole or in part if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer

shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

- B. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this provision:
1. Stop work as specified in the notice.
  2. Place no further subcontracts or orders (referred to as subcontracts in this provision) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  3. Terminate all subcontractors to the extent they relate to the work terminated.
  4. Assign to the Authority, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Authority shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  5. With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this provision.
  6. As directed by the Contracting Officer, transfer title and deliver to the Authority (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Authority.
  7. Complete performance of the work not terminated.
  8. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.
  9. As directed or authorized by the Contracting Officer, use its best efforts to sell and/or return at the Authority's expense to manufacturers, suppliers, or distributors for full credit less any applicable restocking charges, any property of the types referred to in subparagraph 6. above; provided, however, that the Contractor (a) is not required to extend credit to any purchaser and (b) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Authority under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- C. After expiration of the plant clearance period, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Authority to remove those items or enter into an agreement for their storage. Within 15 days, the Authority will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

- D. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- E. Subject to paragraph D. above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph E. or paragraph F. below, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph F. below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- F. If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph E. above:
1. For contract work performed before the effective date of termination, the total (without duplication of any items) of--
    - a. The cost of this work;
    - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph a. above; and
    - c. A sum, as profit on a. above, determined by the Contracting Officer, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph c. and shall reduce the settlement to reflect the indicated rate of loss.
  2. The reasonable costs of settlement of the work terminated, including--
    - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- G. Except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph F. above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority or to a buyer.

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



**26 DEFAULT**

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

**27 CORRESPONDENCE PROCEDURES**

Correspondence of any nature shall be directed as required by the Contracting Officer. Specific requirements will be provided at the Pre-construction conference.

**28 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AUTHORITY**

The Contracting Officer may designate personnel to act as his authorized representatives for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of the contract. Such designation will be in writing, set forth by a separate letter signed by the Contracting Officer, and will contain specific instructions as to the extent to which the representative may take action for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor will it



authorize the designee to order contract changes, modify contract terms, or create any liability on the part of the Authority.

## 29 HOLIDAYS

Except as noted, work will not be allowed on the following holidays or on holidays observed in lieu thereof:

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

## 30 SAFETY REQUIREMENTS

In performing this contract the Contractor shall protect the health and safety of employees and other persons; prevent damage to property, materials, supplies, and equipment; and avoid interrupting the normal operation of the airport. The Contractor shall also comply with the provisions of the Authority's *Construction Safety Manual*, incorporated herein and attached hereto at Section X, Attachment 03. (Note: This manual may be revised from time to time. The latest revision to the manual is available from the "Business Information" section of the Authority's website at <http://www.mwaa.com>.)

## 31 INTERPRETATION OR MODIFICATION

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

## 32 SECURITY

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

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

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

The Contractor, subcontractors and their respective employees must enforce the Airport Security Program, failure to do so will result in removal of restricted area access. Vehicle registration, vehicle operator's permits, security requirements, procedures, associated costs and necessary forms are as specified by the Contracting Officer's Technical Representative (reference Section X, Attachment 06).

**33 PROPOSALS FOR CONTRACT MODIFICATION**

- A. The Contractor, in connection with any proposal for a Contract modification, shall furnish to the Contracting Officer a fully itemized proposal of the Contractor's cost for performing the work, within the time prescribed in Provision 21, Changes, Paragraph E, detailed as follows:
1. Labor description, daily hours, total hours and wage rate per hour. Wages paid shall be no higher than those regularly paid the employee.
  2. Material description, quantities, unit cost, and total cost. Payment will be made only for material consumed during the performance of the change or for approved material incorporated as an integral part of the finished work. The Contractor shall submit vendor quotations in support of material cost estimates.
  3. Equipment classification, model number and year, daily hours, total hours, and rate per hour. If the equipment is rented, payment shall be made on the basis of rental cost supported by paid rental invoices. If the equipment is owned, hourly rates will be computed based on the latest version of the "Blue Book Rental Rate for Construction Equipment." Hourly rates will be computed by dividing monthly Blue Book rates (excluding operating costs) by 176, and adjusting for region and depreciation. Hourly rates shall be charged only for those hours the equipment is actually in operation. Payment for equipment idled as a direct result of the change, if applicable, shall be based on 50 percent of the rate determined herein.
- B. For all Proposals that include a request for an extension in Contract time, the Contractor shall submit to the Contracting Officer, as part of the Contractor's proposal, a fully detailed analysis, based on the approved construction schedule, that establishes the relationship between the change in work and the requested time extension. The only basis for any extension of Contract time will be the demonstrated impact of an excusable delay on the critical path of the Project Schedule. For proposals that do not include a request for an extension of Contract time it will be deemed that the changed work has no impact on the scheduled milestones or Contract Completion Date.
- C. For all changes in the work to be performed by a subcontractor, the Contractor shall furnish the subcontractor's fully itemized breakdown of quantities and prices which shall bear the original signature of an authorized representative of the subcontractor.
- D. The Contractor shall certify all proposals, indicating the following:
1. The proposal is made in good faith, and
  2. The supporting data is current, accurate and complete to the best of the Contractor's knowledge and belief, and
  3. The amount requested accurately reflects a reasonable Contract adjustment to which the Contractor believes it is entitled.
- On proposals for equitable adjustment or claims in excess of \$50,000 the certification shall be by a duly authorized officer of the Contractor.
- E. The following mark-ups are allowable on Lump Sum proposals submitted by the Contractor:
1. When Contractor or Subcontractor perform the work, they will be allowed the following mark-ups on direct productive costs:

- a. Ten percent overhead
  - b. Ten percent profit on proposals less than \$100,000 and five percent profit on proposals more than \$100,000
2. The Contractor and each Subcontractor not performing the work will be allowed a five (5) percent (%) mark-up on a lower tier Subcontractor's total costs subject to the limitations stated in subparagraph 3 below. The Contractor shall certify all Subcontractor's proposals. The certification shall indicate the following:
- a. The proposal is made in good faith
  - b. The supporting data is accurate and complete to the best of the Contractor's knowledge and belief.
  - c. The amount requested accurately reflects the contract adjustment for which the Contractor believes the Authority is liable.
3. The maximum allowable mark-up totals per Change Proposal to which the Authority will be subject are twenty-seven (27%) percent for cost over \$100,000 and thirty-three (33%) percent for cost under \$100,000.
- F. The allowable percentages of cost for overhead and profit are deemed to include such costs as the following: Field management personnel including project manager, superintendent, site engineer, CQC, Safety and utility coordination personnel, all field office expenses required by Contract, expenses for timekeepers, clerks and watchmen, cost of correspondence of any kind, and insurance not specifically mentioned herein and not included in the Owner Controlled Insurance program, all expenses in connection with the maintenance and operation of the field office, schedule update, use of small tools, and cost of small vehicles generally used for transporting either workmen, materials, tools or equipment to job location, and incidental job burdens, and overhead of Contractor's established home office, branch office or similar facilities. Other costs not listed herein shall be subject to the approval of the Contracting Officer.
- G. If the change involves only a credit, the Contract Price will be reduced by the amount it would have cost the Contractor if the work omitted had not been eliminated; including a negotiated allowance for overhead and profit, however, the Contractor and the affected subcontractors will be allowed to retain a sum, not in excess of three percent (3%) of the change value, for the administrative cost of the deductive change.
- If the change involves both a credit and debit, the Contractor shall include a separate accounting of each, with a summarization of the net adjustment to price and/or time. No allowance to the Contractor shall be paid for loss of anticipated profit due to any changes in the Work.
- H. Where a change makes work necessary on an overtime basis, the Contracting Officer's approval for overtime work shall be obtained before the work is commenced.
- I. On changes in the work that may involve a compensable extension of Contract time, the Contractor's cost for extended overhead shall be based upon actual and verifiable home office costs that are directly related to the change involved. Use of formulas (such as Eichleay) to estimate extended or under absorbed home office overhead shall not be allowed. Upon the request of the Contracting Officer, home office overhead records shall be made available for audit and verification purposes.
- J. The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the

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

### **34 DISPOSAL**

The Contractor shall at all times keep the work areas clean as work progresses. All contract-generated trash, debris, and empty containers shall be removed from the work site daily and disposed of off airport property. There shall be no dumping or disposal on the airport.

### **35 CONTRACTOR'S FIELD OFFICE**

Any field office established by the Contractor shall be subject to the approval of the COTR and will be established in accordance with his direction.

### **36 OPERATION OF MOTOR VEHICLES**

- A. The Contractor shall have identification decals or other approved identification on all vehicles entering the Airport. Each employee of the Contractor (and of his subcontractors) driving motor vehicles on the Airport shall have a valid driver's license and each such motor vehicle shall have a current inspection sticker if required by the state of registration. Only properly identified vehicles of the Contractor shall be allowed in the work area.
- B. After award of contract, and before commencing use of vehicles, the Contractor shall furnish to the Contracting Officer a list showing the following:
1. Name and address of each of his employees and those of his subcontractors that will be involved with the movement of motor vehicles.
  2. Operator's permit number for each employee in (A) above.
  3. Registration number of each vehicle that will be used at the Airport.
- C. All of the Contractor's personnel driving motor vehicles on the AOA must obtain an aerodrome operator's permit through the Airport Operations Division.

### **37 ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Authority and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Authority.

### **38 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Price Schedule (excluding the specifications); (b) Representations and Certifications; (c) Special

Provisions; (d) Contract Provisions; (e) other documents, exhibits, and attachments; (f) the specifications; and (g) the drawings.

### **39 CLAIMS FOR ADDITIONAL COSTS**

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

### **40 ENGLISH SPEAKING REPRESENTATIVE**

At all times when any performance of the work at any site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and lingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

### **41 TAXES**

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

### **42 BRAND NAME OR APPROVED EQUAL**

Unless otherwise provided in the solicitation, or unless the name is followed by words indicating that no substitution is permitted, the reference to a certain brand name, make, model number, or manufacturer does not restrict the offer to the specific brand, make, model number or manufacturer identified. The specific references to a brand is not intended to exclude other products but to convey the salient characteristics of function, performance, design requirements and quality of the item described. Comparable products of other manufacturers will be considered if proof of comparability is contained in or accompanies the offer. Any item which the Authority at its sole discretion determines to be the equal to that which is specified, considering quality, workmanship, economy of operation, and suitability for the process intended, will be accepted.

### **43 RESERVED**

### **44 RESERVED**

### **45 PUBLICITY RELEASES**

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

### **46 AUDIT AND INSPECTION OF RECORDS**

The Contractor shall maintain records and the Contracting Officer shall, until the expiration of five years after final payment under this Contract have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving the formation of the contract, transactions related to the Contract, and information technology system records for the purpose of inspection, making audit, examination,

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

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

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

#### **47 CONSENT TO ASSIGNMENT**

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

#### **48 NOTIFICATION OF OWNERSHIP CHANGES**

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

#### **49 COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9**

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

#### **50 EMPLOYMENT ELIGIBILITY VERIFICATION**

Applicable for all construction contracts over \$100,000 with a duration of over 120 days.

A. Definitions. As used in this clause—

1. "Commercially available off-the-shelf (COTS) item"—



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

**B. Enrollment and verification requirements.**

1. If the Contractor is not enrolled as a non-Federal Contractor in E-Verify at time of contract award, the Contractor shall—
  - a. *Enroll.* Enroll as a non-Federal Contractor in the E-Verify program within 30 calendar days of contract award and provide proof satisfactory to the Contracting Officer that the Contractor is registered with and participating in the E-verify program;
  - b. *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph B.3. of this section) and continue to use E-Verify for all of employer’s new hires throughout the term of the contract; and
2. If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall provide satisfactory proof to the Contracting Officer that the Contractor is registered with and participating in the E-verify program and, throughout the term of the contract, use E-Verify to initiate verification of employment eligibility of—



- a. All new employees.
    - (1) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph B.3. of this section); or
    - (2) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph B.3. of this section); or
  - b. Existing Employees. Contractors are prohibited from verifying existing employees under this contract unless they are a Federal Contractor and have a separate contract with the Federal Government which contains the E-Verify clause. The Airports Authority is not a federal entity and therefore verification of existing employees through the performance of this contract is prohibited.
3. If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with the Airports Authority pursuant to a performance bond, the Contractor shall follow the applicable verification requirements at B.1. or B.2. respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
  4. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program Memorandum of Understanding (MOU).
    - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor shall notify the contracting officer in writing within ten (10) calendar days of the occurrence.
    - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph B. of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify. Suspension or debarment is considered a material breach of contract.
- C. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>
  - D. Subcontracts. The Contractor shall provide proof to the Contracting Officer that all Subcontractors are registered with and participating in the E-verify program and include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
    1. Is for—
      - a. Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor

modifications), performed by the COTS provider, and are normally provided for that COTS item); or

- b. Construction or construction-related services;
2. Has a value of more than \$3,000

## 51 AUTHORITY PROPERTY

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

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

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

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

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

The Contractor accepts the provided property in "as is" condition. The COTR and/or the respective Authority Property Control Office may conduct scheduled or unscheduled property inventories during the contract term. The Contractor will perform at least annually a physical inventory of all Authority provided property. A

corporate officer of the Contractor shall certify to the COTR and respective Authority Property Control Office that the property on the listings is still in the possession of the Contractor and has been used only in connection with this contract. The inventory listings should indicate a description of each asset, acquisition cost, acquisition date, manufacturer, year manufactured, its condition and location, the serial number, and the Authority asset bar code, if applicable. The existing Contractor's representative, new Contractor's representative, COTR, and a representative from the respective Property Control Office will conduct an inventory at the end of the contract period.

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

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

## **52 CONFLICT OF INTEREST**

Firms participating in the planning and design of the work involved in this contract are excluded from participating in any part of the construction process, either as a prime or subcontractor.

## **53 GENERAL CIVIL RIGHTS PROVISIONS**

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

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

## **54 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

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

- A. Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. Non-Discrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a

subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- D. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airports Authority or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Airports Authority or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Airports Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: Withholding payments to the Contractor under the contract until the Contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor will include the provisions of paragraphs A. through F. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Airports Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the Airports Authority to enter into any litigation to protect the interests of the Airports Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 55 TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to

include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

**01 EQUAL OPPORTUNITY**

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

**02 MBE/WBE PARTICIPATION**

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

**03 TECHNICAL ASSISTANCE**

The Authority will provide assistance to promote the participation of MBEs and WBEs in this contract, including the identification of MBEs and WBEs. To obtain assistance, interested parties are encouraged to contact the Authority's Department of Supplier Diversity at 703-417-8660, or at the following address: Metropolitan Washington Airports Authority, Department of Supplier Diversity, 1 Aviation Circle, Washington, DC 20001-6000.

**04 MONITORING OF MBE/WBE PARTICIPATION**

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

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

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

**05 EMPLOYMENT OF VETERANS**

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



**Voluntary Efforts to Obtain MBE/WBE Participation**

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

Project Name: \_\_\_\_\_  
 Solicitation Number: \_\_\_\_\_  
 Contractor: \_\_\_\_\_

Did your company:

YES NO

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





## **SECTION IX - LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS**

### **01 LDBE PARTICIPATION**

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

A LDBE is defined as a small business concern which is organized for profit and which is located within a 100-mile radius of Washington, D.C.'s zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary would also be eligible to participate in the Authority's LDBE program. "Located" means that, as of the date of the contract solicitation, a business entity has an established office or place of business within a city, county, town, or political jurisdiction within the 100-mile radius referenced above. Evidence of whether a business is "located" within the region includes, but is not limited to: an address that is not a Post Office Box; employees at that address; business license, payment of taxes; previous performance of work similar to work to be performed under the contract, or related work; and other indicia. A "disadvantaged business" is defined as a firm which is not dominant in its field, and which meets the Authority's small business size standard(s) for this solicitation. The receipts of all affiliates shall be counted in determining the size of the business. Please direct any questions concerning LDBE status to the Authority's Department of Supplier Diversity at 703-417-8660.

### **02 MONITORING OF LDBE PARTICIPATION**

- A. The Authority routinely verifies LDBE participation and may contact you and your subcontractors after award to verify contract and payment amounts to ensure that the Authority's reporting is accurate.
- B. All offerors (including those who are Authority certified LDBEs) shall submit a Contract Participation Form (Exhibit D) with their offers. Exhibit D is to list the prime contractor and all first tier subcontractors that are participating in the contract and to provide all information required by the Exhibit. This form must be signed and dated by the offeror. Offerors are also asked to identify whether or not any LDBE firms listed on the Exhibit D are also MBEs and WBEs.
1. Failure to Submit Exhibit D.  
  
Failure to submit Contract Participation Form (Exhibit D) by the deadline specified by the Contracting Officer may result in rejection of the offer.
  2. By accepting this contract, the Contractor agrees to the following requirements:
    - a. The Contractor shall submit a revised Contract Participation Form (Exhibit D) which reflects changes in the subcontractor participation to the contract within five (5) days of changes in participation for LDBE certified subcontractors, and on a quarterly basis for changes in participation for non-LDBE subcontractors. A revised Exhibit D, if required, shall be provided to the Contracting Officer concurrent with submission of the proposal for the changed work.
    - b. The Contractor shall submit a completed Invoice Attachment Form (Exhibit J1) with each invoice. The Contractor is responsible for the accuracy of all information reported.

## **EXHIBIT D**

### **CONTRACT PARTICIPATION FORM**

**The Contract Participation Form is available for download from the Metropolitan Washington Airports Authority's website in Microsoft Excel format at:**

**<http://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>**

## METROPOLITAN WASHINGTON AIRPORTS AUTHORITY INVOICE ATTACHMENT FORM – ZERO LDBE

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

#	NAME OF SUBCONTRACTOR	BUSINESS ADDRESS (CITY, STATE, ZIP)	DESCRIPTION OF WORK	* LD BE	M BE	W BE	O T H E R	MONTHLY CONTRACT INFORMATION				% C O M P L E T E	% L D B E
								ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	TOTAL PAYMENTS TO DATE	AMOUNT THIS INVOICE		
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
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15													
16													
17													
18													
19													
20													
<b>SUBCONTRACTOR TOTALS</b>													
<b>PRIME CONTRACTOR TOTAL</b>													
<b>TOTAL THIS INVOICE</b>													

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

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

Signed: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

**SECTION X - ATTACHMENTS**

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



**WASHINGTON DULLES INTERNATIONAL AIRPORT**

**THE MAIN TERMINAL**

**BAGGAGE HANDLING SYSTEMS**

**STATEMENT OF WORK FOR THE**

**FIRE SECURITY (ROLL UP DOORS) REPLACEMENTS**



Metropolitan Washington Airports Authority (MWAA)  
Washington Dulles International Airport  
Engineering and Maintenance Department (MA-220)  
Maintenance Engineering Division (MA-226)

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## **SECTION II - INTRODUCTION**

The Metropolitan Washington Airports Authority manages and operates Washington Dulles International Airport and Ronald Reagan National Airport in Washington DC. This statement of work applies to the removal and replacement of thirty-six (36) existing Fire-Security roll up doors that provide fire protection and also security where baggage conveyors pass through wall openings at various locations throughout the Washington Dulles International Airport Baggage Handling System (BHS).

The current baggage volume increases at Dulles requires the replacement of a select number of these Fire-Security roll up doors (see list of locations and sizes in Appendix A) that are currently used in the BHS. Many of the parts used on these doors have exceeded their normal life cycle and are unavailable and unsupported by the original equipment manufacturer (OEM).

This project will assure the availability and reliability of this BHS sub-system equipment in the future. Contractor shall remove the specified doors and replace each with an identical size new roll up doors that meets specifications as stated herein.

### **01 DISCRPTION OF THE PROJECT**

This scope is intended to outline the work, define functional requirements and establish minimum standards of quality for the project. Work shall comply with all airports, local, state and federal laws, codes and safety standards. The Fire-Security door replacement and any-all related work, components and devices that will be provided under this contract shall ensure a complete, functional, maintainable, and safe system.

The Contractor shall provide all supervision, labor, parts, materials, including but not limited to a quantity of thirty-six (36) new fire-security roll up doors, all miscellaneous parts, and equipment to include all necessary hardware and any electrical wiring that may be required. The contractor will furnish all tools and any specialty equipment necessary for the performance of the tasks and take full responsibility for the on-time completion of the project as define, with work taking place during the hours as stated, and as scheduled and approved by the Contract Officer`s Technical Representative (COTR).

The Contractor shall execute the work in an orderly and safe manner, with the least possible disturbance to the normal work flow and minimum disruption to the occupants of the bag basements. Contractor shall be responsible for erecting temporary safety barriers and-or barricades to separate work areas from areas of public use at all times if applicable. Most of the door replacement work will need to occur between the hours of 10:00 pm and 06:00 am Monday through Friday unless an exception is granted by the COTR or his/her designee.

All work shall be scheduled and executed during hours that will not impact the daily operations of the BHS system or the normal work flow in the East, South and West bag basements. Work that will require extended equipment outages will require the Contractor to provide a work schedule to the COTR prior to the commencement of the work. Once the extended equipment outages are approved by the COTR, the COTR will coordinate with the airlines impacted by the equipment outage.

**02 CONTRACTOR'S QUALIFICATIONS**

- Contractors must have a minimum of five (5) years' experience installing & maintaining electrically operated roll up doors.
- Employees assigned to work at Dulles Airport must be able to pass a security background check and qualify for a Badge.
- A work crew needs to consist of a mechanic /electrician /laborer. If the contractor provides resumes for the proposed work force that shows their mechanic can safely perform the duties of an electrician as they relate to installing the new roll up doors a wavier may be granted on this requirement.
- The expectation is for the contractor to remove & replace a minimum of one (1) door per night.
- The manufacturer of the new fire-security roll up doors must be an established company capable of providing a one (1) year warranty on their doors and a readily available supply of spare parts.
- The work crew must have a lead that is able to communicate clearly using the English language.

**SECTION III - GENERAL****01 SCOPE OF WORK**

The Contractor shall provide all parts, labor, materials, and equipment required, including but not limited to the new doors and all necessary hardware and wiring. Furnish all tools and any specialty equipment necessary for the performance of the replacement tasks. Provide a schedule and take responsibility for the on-time completion of the project.

The Contractor shall execute the work in a safe and orderly manner, with the least possible disturbance to the normal work flow and/or the occupants of the EBB/SBB/WBB. Erect temporary safety barriers to separate work areas from areas of public use if applicable.

The Contractor's work shall be scheduled and provided during hours that will not impact the daily operations of the BHS system or the normal work flow of others in the various work areas. The Contractor shall request approval from COTR prior to the commencement of the work for all works require extended equipment outages. After the COTR's approval equipment outages and dates-times shall be coordinated with stakeholders i.e. – MWAA, airlines and their contractors, TSA, etc. impacted by the equipment outage.

**02 MINIMUM REQUIREMENTS AND SPECIFICATION FOR FIRE-SECURITY ROLL UP DOORS****A. FIRE-SECURITY DOORS EQUIPMENT REQUIREMENTS****1. GENERAL:**

Specifications are for rolling steel fire-security shutters, designed for use as automated baggage conveyor fire-security doors. Shutters to be U.L. and C.U.L "A" label, three (3)

hour fire protection. The following data is minimum requirements for rolling fire-security shutters.

**a) CURTAIN:**

Shutter curtains to be fabricated of flat slat design. Curtain slats shall be a minimum of 22 gauges galvanized per ASTM A-924 and ASTM A-653, bowdlerized and factory primed steel or optional stainless steel type 304 with a #4 finish. Shutters to be U.L. and C.U.L. listed, complying with requirements for a Class "A" label, 3 hour fire protection. Shutters to be listed for mounting to masonry walls and UL listed metal stud and drywall construction.

**b) GALVANIZING:**

Steel slats to be hot dip galvanized, minimum G-90, 1.25 ounces zinc coating, steel.

**c) PRIME COATING:**

Galvanized steel slats to be factory primed with a two coat baked on prime finish.

**d) ENDLOCKS:**

Ends of alternate slats for shutters to be fitted with steel end locks. End locks to be attached to end of curtain slats with steel rivets.

**e) BOTTOM BAR:**

Bottom of shutter to be reinforced and fitted with tubular bottom bar to match shutter curtain.

**f) GUIDES:**

Guide assemblies to be fabricated from 13 gauge rolled formed steel or optional stainless steel.

**g) BRACKETS:**

Bracket plates to be a minimum of 11 gauge galvanized steel.

**h) BARREL:**

The barrel to be fabricated of minimum 4", schedule 10, .120" wall thickness, structural steel pipe. Drive end of barrel to be fitted with high torque 110 volt tube motor. Tube motor shall have emergency crank operator.

**i) HOOD:**

Hood shall be roll formed with a minimum 24 gauge, hot dipped galvanized steel, primed painted or stainless steel to match curtain slats. Top and bottom of hood shall have rolled edges to provide rigidity.

**j) FIRE TESTING:**

Fire shutter to be equipped with fire test release handle, mounted on door guide for testing of gravity fire closing. Fire test allows fusible link assembly to disengage operator drive, allowing shutter to gravity fire close

**k) FIRE TEST RESET:**

Re-engagement of release handle re-engages fusible link assembly. Resetting of limit switches is not required. Resetting the release handle will completely reset fire shutter for future fire closing. There are no other requirements for resetting fire closing mechanism after testing.

**l) FIRE CLOSING:**

Shutter shall be equipped with centrifugal governor to control descent to a maximum rate of 6" per second. Automatic closing device and governor to be initiated by the melting of a 165 degree fusible link or electro-mechanical fire release.

**m) OPERATION:**

Power operators shall be heavy duty Power roller, operator. Operator shall be properly rated for shutter weight. Control circuits to be 120 volt and designed for interfacing with the baggage conveyor system. Controls shall include reversing safety-obstruction circuit. Controls shall be momentary contact controls.

**n) ELECTRICAL REQUIREMENTS:**

Motors to be designed for 110 volt single phase electrical characteristics. Motors used need to be high starting torque motor ratings with internal overload protection. Controller to be programmable, NEMA 12 prewired. Limit switches to be fully adjustable.

**o) LISTING:**

Operator and controller to be UL and CUL listed.

**p) POWER FAILURE:**

Automatic closing of the security shutters in the event of a power failure. Shutters will gravity close in the event of a power loss at security shutter controller. Reset of shutter is automatic upon recommencing of power to the shutter controller.

**03 QUALITY CONTROL INCLUDING REMOVAL OF ALL DEBRIS AND DEMOLISHED MATERIALS**

- a) A Quality Control Plan is required to be prepared, accepted, and onsite at all times.

- b) All debris generated by the removal of the existing doors and any other scrap metal will be placed into a "metal only" recycling container to be provided by the Airports Authority. This container will be placed as close as possible to the work area.
- c) Any additional debris generated by the replacement of the roll up doors which is not recyclable metal will be placed into a trash container placed as near as possible to the recycle metal container.
- d) The work areas will be cleaned to a condition no worse than the condition before the project began.

#### **04 INSTALLATION**

- a) All shutters to be installed in accordance with requirements established by local building codes, the Airport Authority's Fire Marshall and in accordance with the National Fire Protection Association, NFPA 80 handbook, for the installation of rolling steel fire doors and shutters.
- b) Examine the electric cables connected to the door control panel, particularly the condition of the cable insulation, flexible conduit and conduit connectors. If damage is found replace as necessary back to the disconnect junction box.
- c) Coordinate with the COTR any and all equipment outages that will impact operations prior to the beginning of the work.

#### **05 FINAL COMPLETION, TESTING AND DEMONSTRATIONS**

Upon final completion of the shutter replacement a demonstration of the operating capability will be observed by the COTR. Perform all final adjustments, and internal testing prior to the demonstration test scheduled with the COTR. This demonstration will verify the system's operating capability and will confirm compliance with the projects scope of work. Any punch list items identified shall be rectified prior to turning over of the equipment. Upon completion of the acceptance test for each completed individual Fire-Security Door and a run in period of seven (7) days, the COTR will issue a final acceptance of that sub-system . After all thirty-six (36) doors have been completed and accepted by the COTR the project can be closed out.

#### **06 WARRANTIES**

A one year warranty will be provided for all parts, materials and labor.

Vendors will assign all OEM warranties to the Airports Authority.

#### **SECTION IV – AUTHORITY FURNISHED RESOURCES**

- 01 Metal recycle container will be furnished.
- 02 General construction debris container will be furnished.
- 03 Parking area is provided for work crew in the contractor parking area.



## SECTION V – DELIVERABLES

The Contractor shall be required to submit the following deliverables to the COTR for this contract. The section of this SOW describing the required deliverables are provided with each deliverable listed below.

### **01 SECURITY BADGING**

The Contractor will ensure all staff while on the job site visibly display at all times a valid Airports Authority Air Operations Area (AOA) badge. The Contractor will provide the COTR with a list of employees who will be applying for security badges within 15 days after award of the contract. All the Contractor's employees working at the job site will obtain a security badge no later than 45 days from the award of the contract. The Contractor, its sub-contractors, and all its employees will be subject to, and will at all times, conform with any and all rules, regulations, policies, and procedures pertaining to security at Dulles and National Airports.

### **02 PERSONNEL**

The Contractor shall submit within 15 days after the award of the contract a list of its Key Personnel to the COTR identifying the Contract Manager and an alternate or equally responsible staff manager who shall assume the Manager's duties when the primary contract manager is absent. The key personnel list shall also identify the names of the Contract Manager, Supervisors, Inspectors and English speaking Representative that will perform the services of this SOW. A resume shall be included with all names on the Contractor's Key Personnel List. The Contractor shall include with the Key Personnel List contact numbers for all staff. When staffing changes are made the Contractor shall comply with updating the Key Personnel List providing the supporting documentation of a resume and submitting the list to the COTR.

## SECTION VI – SAFETY AND SECURITY

### **01 RULES AND REGULATIONS**

The Contractor, its subcontractors and all of its employees shall be subject to and shall at all times conform with any and all rules, regulations, policies and procedures pertaining to security at Dulles International. Any violations or disregard of the rules, regulations, policies and procedures may be cause for immediate termination of employment on this contract. Any and all personal packages and vehicles brought onto or removed from the Airports Authority property may be subject to inspection by a security officer. Firearms and or explosives **SHALL NOT** be brought onto the Airports Authority property. **VIOLATORS WILL BE PROSECUTED.**

### **02 BADGING**

Workers are required to obtain and display their Airport ID badges at all times while in the SIDA. The Contractor shall bear the costs for the acquisition of Airport ID badges for their employees. Badging information and cost may be found at <http://www.mwaa.com/business/dulles-pass-id-office> . All airport ID badges remain the property of the Airports Authority. All airport ID badges must be returned to the Airports Authority Pass & ID Office at the time of an employee's separation or termination by the Contractor and within 30 days after the contract has ceased or has been terminated. The final invoice may be withheld until all badges are returned.

**03**    **LOST BADGES**

Should an employee of the Contractor lose a badge they shall bear all expenses for these items. Regulations and costs associated with lost badge may be found at: [http://www.mwaa.com/sites/default/files/oi\\_iad\\_6-4-1h\\_airport\\_id\\_badge\\_requirements\\_12-04-2017\\_signed.pdf](http://www.mwaa.com/sites/default/files/oi_iad_6-4-1h_airport_id_badge_requirements_12-04-2017_signed.pdf)

**APPENDIX A****FIRE-SECURITY DOOR LOCATIONS & SIZES**

1.	IB1-19 Galvanized-Primed Fire-Security Shutter 78" W x 50" H
2.	IB2-16 Galvanized-Primed Fire-Security Shutter 90" W x 50" H
3.	IB3-15 Galvanized-Primed Fire-Security Shutter 88" W x 40 3-4" H
4.	IB4-20 Galvanized-Primed Fire-Security Shutter 48" W x 30" H
5.	IB5-15 Galvanized-Primed Fire-Security Shutter 78 3-4" W x 57" H
6.	IB6-17 Galvanized-Primed Fire-Security Shutter 81" W x 55 3-4" H
7.	IB7-28 Galvanized-Primed Fire-Security Shutter 80" W x 66 1-2" H
8.	IB10-28 Galvanized-Primed Fire-Security Shutter 97" W x 77" H
9.	IB11-36 Galvanized-Primed Fire-Security Shutter 90" W x 54 1-2" H
10.	IB12-36 Galvanized-Primed Fire-Security Shutter 90" w x 54 1-2" H
11.	TC1-03 Galvanized-Primed Fire-Security Shutter 55 1-2 " W x 37 3-4" H
12.	TC2-03 Galvanized-Primed Fire-Security Shutter 46 1-4" W x 37" H
13.	TC3-03 Galvanized-Primed Fire-Security Shutter 57 1-2" W x 37" H
14.	TC4-02 Galvanized-Primed Fire-Security Shutter 49 1-2" W x 38 3-4 " H
15.	TC5-05 Galvanized-Primed Fire-Security Shutter 51 " W x 36 1-4" H
16.	TC6-03 Galvanized-Primed Fire-Security Shutter 65 1-2" W x 50 3-4" H
17.	TC6-07 Galvanized-Primed Fire-Security Shutter 72 1-2" x 54" H
18.	TC7-04 Galvanized-Primed Fire-Security Shutter 74 1-4" W x50 1-4" H
19.	TC7-14 Galvanized-Primed Fire-Security Shutter 91 1-4" W x 76" H
20.	TC9-04 Galvanized-Primed Fire-Security Shutter 65 1-4" W x 50 1-2" H
21.	TC9-07 Galvanized-Primed Fire-Security Shutter 77" W x 71 " H
22.	TC10-04 Galvanized-Primed Fire-Security Shutter 68" W x48 1-2" H
23.	TC10-07 Galvanized-Primed Fire-Security Shutter 72 1-4" W x 49 3-4" H
24.	TC11-05 Galvanized-Primed Fire-Security Shutter 67"W x 50" H
25.	TC11-11 Galvanized-Primed Fire-Security Shutter 93 3-4" W x 64 1-4" H
26.	TC12-04 Galvanized-Primed Fire-Security Shutter 67 1-2" @W x49 1-2" H
27.	TC12-07 Galvanized-Primed Fire-Security Shutter 89 1-4" W x 70 " H
28.	TC13-04 Galvanized-Primed Fire-Security Shutter 67 1-2" W x 49 3-4" H
29.	TC13-07 Galvanized-Primed Fire-Security Shutter 93 1-4" W x 65 3-4" H
30.	WOS1-01 Galvanized-Primed Fire-Security Shutter 51 1-4" W x 35 1-2" H
31.	SOS2-01 Galvanized-Primed Fire-Security Shutter 65 3-4" W x 36" H
32.	SOS3-27 Galvanized-Primed Fire-Security Shutter 85" W x 84" H
33.	CS3-08 Galvanized-Primed Fire-Security Shutter 87 1-4" W x 70" H
34.	CS4-09 Galvanized-Primed Fire-Security Shutter 93 1-4" W x 71" H
35.	CS5-09 Galvanized-Primed Fire-Security Shutter 81 1-4" W x 60 1-4" H
36.	CS6-09 Galvanized-Primed Fire-Security Shutter 86 3-4" W x 71" H

**ATTACHMENT 02**

**EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS**

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

- A. This is a **two-step procurement process**. The first step of the procurement process is evaluation of the technical proposals. Information submitted in proposals will be evaluated using only the criteria listed below. Each criterion consists of all elements listed in the paragraph under each criterion. Please note that the elements listed in each of these paragraphs are not considered sub-criteria and will be evaluated collectively, not individually. In other words, when evaluating how well a technical proposal meets a particular criterion, the Authority will consider all of the elements of that criterion together as a single criterion, not as separate sub-criteria.
- B. Evaluation is based on *information* provided by the Offeror. The technical evaluation factors for this procurement are judged on an acceptable-unacceptable basis only. No other rating or qualitative value will be assigned. **To be determined technically acceptable, all factors must be acceptable to obtain an acceptable rating for the technical proposal.**
- C. In the second step, only bids from offerors with proposals determined to be acceptable, either initially or as a result of discussions, will be considered for award. Award shall be made to the responsive, responsible bidder whose total bid is the lowest bid received.

**EVALUATION CRITERIA****Criterion 1: Experience, Qualifications and Past Performance of the Firm**

Evaluation of this criterion will include the Offeror's experience and qualifications as demonstrated by prior performance of work relevant to or similar to the requirements of the Statement of Work (SOW). In addition, the evaluation under this criterion will also consider how long and how well the Offeror has performed on prior or current contracts.

Detail of the Offeror's prior experience and qualifications in providing work similar to that required by the statement of work, (similar in size and scope) especially experience within the last five years of installing and maintaining electrically operated roll up doors.

Offerors must provide at least three references for relevant work with the proposal. Include the name of the organization, address, telephone number, name and title of the organization's representative for whom work was provided. Reference should be for firms for which the suggested personnel for this project have provided the work. References listed in the proposal, as well as other sources of information relating to the Offeror's past performance, may be contacted.

**Criterion 2 Project Understanding**

Evaluation of the criterion will include offeror's plan to demonstrate its understanding and ability to successfully provide, replace and install baggage handling system fire security doors at a complex high customer volume facility, which operates 24 hours per day, 7 days per week, 365 days per year. Detail a proposed plan to accomplish all elements of the Statement of Work (SOW) including acquisition of necessary Original Equipment Manufacturers (OEM) or equal replacement parts outlined in the Statement of Work. The detailed plan must include a timeline to remove and replace a minimum of One (1) door per night Monday through Friday under normal circumstances. Exceptions will be considered when the door location prohibits easy access.

**Criterion 3: Experience and Qualifications of Personnel**

Evaluation of the criterion will include the experience and qualifications of key personnel that will be assigned to manage and provide services under the contract. Provide key personnel resumes with names, titles, education, with a minimum of five years of experience and proof of required training to perform the work described in the Statement of Work. Indicate whether the proposed personnel have worked on similar contracts and the role they performed. Submit a detailed plan that demonstrates understanding of the staffing/manpower requirement described in the Statement of Work. Plan shall include but not be limited to defining work crew (mechanic/electrician/laborer); on-site English speaking representative; acknowledgement that assigned employees must be able to pass a security background check and qualify for an airport access badge, etc.

**Criterion 4: Quality Control and Plan**

This criterion will consider the comprehensiveness of offeror's proposed quality control program. Describe how the quality control program will be used to identify deficiencies and follow up plan to correct the deficiencies. Describe reporting process and procedures including a sample quality control program report. The quality control plan shall include language to ensure that a work area is left in a safe and clean conditions no less than the condition it was found in.

**02 PROPOSAL SUBMISSION REQUIREMENTS****A. Submission Instructions**

All Offers must be submitted in both electronic (USB Drive only) and hard copy. Proposals shall be submitted in four (4) parts, each in a separate sealed envelope labeled with the Offeror's name and address, the solicitation number and the envelope name as follows:

**Envelope 1: Representation Package**

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

- a. Solicitation Offer and Award
- b. Representations and Certifications (Section IV)
- c. Bid Bond, if applicable
- d. Section VII - Contract Provision 42, Brand Name or Approved Equal, Comparability of products of other manufacturers
- e. LD BE Certification Exhibits as applicable:
  - Exhibit A, Voluntary Efforts to Obtain MBE/WBE Participation
  - Exhibit D Contract Participation Form
- f. Insurance Affidavit (Section X – Attachment 05)
- g. Copy of Virginia State Contractor's License

The electronic copy of the Representation Package must be submitted in PDF format on the USB Flash Drive within Envelope 3 as part of the Electronic USB Flash Drive Package.

**Envelope 2: Technical Proposal**

Submit an **original** and **one** (1) copy in the **Technical Proposal** envelope.

- a. Do not include any reference to price.
- b. Submit on typewritten 8 ½ x 11" plain white paper.

- c. Assemble in a three ring binder or staple. No other binding methods are acceptable.
- d. Do not exceed fifty (50), double-spaced, single sided pages. Exhibits and samples of previous work are not included in the 50-page limit.
- e. Address the evaluation criteria in the order they are presented.

The electronic copy of the Technical Proposal must be submitted in PDF format on the USB Flash Drive within Envelope 3 as part of the Electronic USB Flash Drive Package.

**Envelope 3: Electronic USB Flash Drive Package**

Submit a single USB Flash Drive containing an electronic copy of the following in the Electronic USB Flash Drive Package.

- a. PDF of Representation Package
- b. PDF of Technical Proposal

In case of a discrepancy between the hard copy and the electronic copy, the hard copy will take precedence.

**B. Format and Instructions for Technical Proposal Preparation**

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

**Cover/Title Sheet**

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

**Section 1 Experience, Qualifications and Past Performance of the Firm (Criterion 1)**

**Section 2 Project Understanding (Criterion 2)**

**Section 3 Experience and Qualifications of Personnel (Criterion 3)**

**Section 4 Quality Control (Criterion 4)**

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

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



**ATTACHMENT 03**

**CONSTRUCTION SAFETY MANUAL  
Revision 17, dated February 2016**

**ATTACHMENT 04**

**AVIATION OWNER CONTROLLED INSURANCE PROGRAM MANUAL  
November 2018 Edition**

**ATTACHMENT 05**  
**INSURANCE AFFIDAVIT**

## INSURANCE AFFIDAVIT

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

Solicitation Number: \_\_\_\_\_

Name of Offeror: \_\_\_\_\_

**To be completed by the Offeror:**

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

\_\_\_\_\_  
Name of Offeror\_\_\_\_\_  
Offeror's Authorized Agent (please print):\_\_\_\_\_  
Offeror's Authorized Agent's Signature\_\_\_\_\_  
Date**To be completed by Offeror's insurance provider**

(use multiple forms if more than one provider)

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

\_\_\_\_\_  
Name of Insurance Agency\_\_\_\_\_  
Insurance Agent's Name (please print):\_\_\_\_\_  
Insurance Agent's Signature\_\_\_\_\_  
Date

**ATTACHMENT 06**

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

**Washington Dulles International Airport**  
<http://www.mwaa.com/business/orders-and-instructions-iad>