

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

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-29 2733 Crystal Drive Arlington, VA 22202		1. FOR INFORMATION CALL NAME: LaQuasha C. Bell TELEPHONE NUMBER: <i>(No Collect Calls)</i> 703-417-8660	
2. SOLICITATION NUMBER IFB-19-18570	3. TYPE OF SOLICITATION INVITATION FOR BIDS (IFB)	4. DATE ISSUED February 12, 2020	
SOLICITATION			
5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION			
<p>The Contractor shall perform handling, transporting, and disposal of international regulated waste from the International Arrivals Building (IAB) at Dulles Airport.</p> <p>The Period of Performance will be one (1) year from award the effective date of the contract with four (4) one (1) year options to be executed at the discretion of the Airports Authority.</p> <p>** See Offer Documents for documents required by this solicitation.</p> <p>All questions concerning this solicitation must be submitted by 3:00 PM February 26, 2020 via the Airports Authority's website at: http://www.mwaa.com/business/current-contracting-opportunities</p> <p>Note: This solicitation has a 0% LDBE participation requirement.</p>			
6. BOND REQUIREMENTS			
BID BOND: None		PAYMENT BOND: None	
		PERFORMANCE BOND: None	
7. PRE-BID CONFERENCE			
None			
8. DEADLINE FOR OFFER SUBMISSION			
Sealed bids in original and ** copies to perform the work or to furnish the supplies or services in the Schedule are due at the place specified at the top of this form by 2:00 P.M. local time, March 12, 2020 . Sealed envelopes containing bids shall be marked to show the bidder's name and address, the solicitation number, and the date and time the bids are due. Bids will be publicly opened at that time.			
OFFER (Must be fully completed by offeror)			
9. NAME AND ADDRESS OF OFFEROR <i>(Include Zip Code)</i>		11. REMITTANCE ADDRESS <i>(If different than Item9)</i>	
		12A. E-MAIL ADDRESS	
10A. TELEPHONE NUMBER	10B. FAX NUMBER	12B. COMPANY INTERNET WEBSITE	
13. ACKNOWLEDGMENT OF AMENDMENTS <i>(This offeror acknowledges receipt of amendments to this solicitation - give number and date of each)</i>		14A. NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER	
AMENDMENT NO.			
DATE			
		14B. SIGNATURE	14C. DATE
AWARD (To be completed by MWAA)			
15. ACCEPTED AS TO ITEMS NUMBERED		20A. NAME OF CONTRACTING OFFICER	
All Items			
16. CONTRACT NUMBER	17. AMOUNT	20B. SIGNATURE OF CONTRACTING OFFICER	
18. DATE OF AWARD	19. CONTRACT EFFECTIVE DATE		

SECTION II - TABLE OF CONTENTS**SECTION I - SOLICITATION OFFER AND AWARD** **I-1****SECTION II - TABLE OF CONTENTS** **II-1****SECTION III - PRICE SCHEDULE** **III-1****SECTION IV - REPRESENTATIONS AND CERTIFICATIONS** **IV-1**

01	PARENT COMPANY AND IDENTIFYING DATA	IV-1
02	TYPE OF BUSINESS ORGANIZATION	IV-1
03	AUTHORIZED NEGOTIATORS	IV-1
04	LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION	IV-2
05	MINORITY BUSINESS ENTERPRISE REPRESENTATION	IV-2
06	WOMEN BUSINESS ENTERPRISE REPRESENTATION	IV-3
07	CONTRACTOR IDENTIFICATION	IV-3
08	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	IV-3
09	SUBCONTRACTORS	IV-4
10	CERTIFICATION OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9	IV-4
11	CERTIFICATION OF COMPLIANCE WITH THE MINIMUM LIVING WAGE REQUIREMENTS	IV-4
12	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	IV-4
13	INSURANCE AFFIDAVIT	IV-6

SECTION V - SOLICITATION PROVISIONS **V-1**

01	SOLICITATION DEFINITIONS	V-1
02	RESERVED	V-1
03	PROCUREMENT PROCESS – IFB	V-1
04	PUBLIC BID OPENING	V-1
05	BIDDER’S QUALIFICATIONS	V-1
06	PRE-AWARD SURVEY	V-1
07	ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATION	V-2

08	CONTRACT AWARD	V-2
09	EXPLANATION TO PROSPECTIVE OFFERORS	V-3
10	PREPARATION OF OFFERS	V-3
11	SUBMISSION OF BIDS	V-4
12	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	V-4
13	SOLICITATION COSTS	V-5
14	TYPE OF CONTRACT	V-5
15	MINIMUM BID ACCEPTANCE PERIOD	V-5
16	PLACE OF PERFORMANCE	V-5
17	RESTRICTION ON DISCLOSURE AND USE OF DATA	V-5
18	STATEMENT OF UNDERSTANDING	V-6
19	SITE INVESTIGATION	V-6
20	OFFER DOCUMENTS	V-6
21	PROTESTS	V-7
22	RESERVED	V-7
23	CONTRACTOR NOTIFICATION OF BID RESULTS	V-7
24	NOTICE TO LOW OFFERORS	V-7
25	TITLE VI SOLICITATION NOTICE	V-8

SECTION VI - SPECIAL PROVISIONS **VI-1**

01	USE OF CONTRACT BY OTHER JURISDICTIONS	VI-1
02	MINIMUM LIVING WAGE TO BE PAID BY CONTRACTOR TO EMPLOYEES FOR THIS CONTRACT	VI-1
03	CONTRACTOR PERFORMANCE EVALUATION	VI-2
04	LIMITATION OF OBLIGATIONS AND LIABILITIES	VI-3

SECTION VII - CONTRACT PROVISIONS **VII-1**

01	SCOPE OF WORK	VII-1
02	PRE-PERFORMANCE CONFERENCE	VII-1
03	VEHICLE REGISTRATION AND PARKING	VII-1
04	AIRPORT REGULATIONS	VII-1

05	SAFETY REQUIREMENTS	VII-1
06	DAMAGE REPORTS	VII-1
07	DAMAGE OR LOSS OF CONTRACTOR'S PROPERTY	VII-1
08	WORKING HOURS	VII-1
09	AUTHORITY FURNISHED FACILITIES	VII-2
10	AUTHORITY FURNISHED EQUIPMENT	VII-2
11	AUTHORITY FURNISHED UTILITIES	VII-2
12	CONTRACTOR PERSONNEL	VII-2
13	WORKMANSHIP AND INSPECTION	VII-2
14	BILLING INSTRUCTIONS	VII-3
15	LIABILITY INSURANCE	VII-3
16	CONTRACT TERM	VII-7
17	CORRESPONDENCE PROCEDURES	VII-7
18	DISPUTES	VII-7
19	TERMINATION FOR CONVENIENCE OF THE AUTHORITY	VII-10
20	DEFAULT	VII-13
21	INTERPRETATION OR MODIFICATION	VII-14
22	SECURITY	VII-14
23	ACCIDENT AND FIRE REPORTING	VII-14
24	INDEMNIFICATION	VII-15
25	LICENSES AND PERMITS	VII-15
26	SUPERVISION	VII-15
27	KEY PERSONNEL	VII-15
28	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AUTHORITY	VII-16
29	OPERATION OF MOTOR VEHICLES	VII-16
30	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	VII-17
31	PATENT INDEMNITY	VII-17
32	CHANGES	VII-17
33	INSPECTION OF SERVICES	VII-18

34	WARRANTY OF SERVICES	VII-18
35	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	VII-19
36	CLEANING UP	VII-19
37	EXCUSABLE DELAYS	VII-19
38	ORDER OF PRECEDENCE	VII-20
39	MODIFICATION PROPOSALS - PRICE BREAKDOWN	VII-20
40	CLAIMS FOR ADDITIONAL COSTS	VII-20
41	TAXES	VII-21
42	PAYMENTS	VII-21
43	PUBLICITY RELEASES	VII-22
44	OPTION TO EXTEND THE TERM OF THE CONTRACT	VII-23
45	OPTION TO EXTEND SERVICES	VII-23
46	AUDIT AND INSPECTION OF RECORDS	VII-23
47	CONSENT TO ASSIGNMENT	VII-23
48	NOTIFICATION OF OWNERSHIP CHANGES	VII-24
49	COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9	VII-24
50	AUTHORITY PROPERTY	VII-24
51	GENERAL CIVIL RIGHTS PROVISIONS	VII-25
52	TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS	VII-25
53	TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES	VII-26

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

		VIII-1
01	EQUAL OPPORTUNITY	VIII-1
02	MBE/WBE PARTICIPATION	VIII-1
03	TECHNICAL ASSISTANCE	VIII-1
04	MONITORING OF MBE/WBE PARTICIPATION	VIII-1
05	EMPLOYMENT OF VETERANS	VIII-1

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

IX-1

01 LDBE PARTICIPATION IX-1

02 MONITORING OF LDBE PARTICIPATION IX-1

SECTION X - ATTACHMENTS

X-1

01 STATEMENT OF WORK

02 REQUIREMENT COMPLIANCE CHECKLIST

03 INSURANCE AFFIDAVIT

04 AIRPORT ORDERS AND INSTRUCTIONS (Incorporated by Reference)

SECTION III - PRICE SCHEDULE

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

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

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

SECTION IV - REPRESENTATIONS AND CERTIFICATIONS

01 PARENT COMPANY AND IDENTIFYING DATA

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

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

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

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

Parent Company's Employer's
Identification Number

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

_____.

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

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

_____.

02 TYPE OF BUSINESS ORGANIZATION

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

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

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

03 AUTHORIZED NEGOTIATORS

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

04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION

- A. Representation The offeror represents and certifies as part of its offer that it [] is, [] is not a local disadvantaged business enterprise 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 SUBCONTRACTORS

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

NAME OF SUBCONTRACTOR

SUBCONTRACTOR ADDRESS

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

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

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

11 CERTIFICATION OF COMPLIANCE WITH THE MINIMUM LIVING WAGE REQUIREMENTS

The offeror agrees to compensate all employees working on this Contract the Minimum Living Wage established in the Contract. The Minimum Living Wage is applicable at the time of Contract award and throughout the term of the Contract.

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 03, must be completed by the Offeror and its insurance provider. The Airports Authority may declare any offer as non-responsible without this affidavit, or made with an incomplete affidavit form.

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

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

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

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

02 RESERVED**03 PROCUREMENT PROCESS – IFB**

The Airports Authority is using a one-step Invitation for Bids procurement process to award this contract.

04 PUBLIC BID OPENING

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

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 20, 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. 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.
- B. 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.
- C. 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.
- D. Prompt payment discounts may be offered, however, the Authority will evaluate the cost of the offer without the offeror's prompt payment discount.

- E. In evaluation and consideration of this procurement, the Authority, when deemed in its best interest, reserves the right to make multiple and/or split awards.
- F. The Authority may accept any item or group of items of 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.
- G. 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.
- H. 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

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

1. Solicitation Offer and Award
2. Price Schedule (Section III)
3. Representations and Certifications (Section IV)
4. LD BE Certification Exhibits as applicable:
 - Exhibit A, Voluntary Efforts to Obtain MBE/WBE Participation
 - Exhibit D, Contract Participation Form
5. SECTION X, ATTACHMENT 01, APPENDIX B, PROPOSED EQUIPMENT LIST
6. SECTION X, ATTACHMENT 02, REQUIREMENT COMPLIANCE CHECKLIST
 - a. Training Certificates
 - b. Proposed regulated waste disposal facilities list
7. SECTION X, ATTACHMENT 03, INSURANCE AFFIDAVIT
8. Other applicable documents addressing areas not listed above, but are required by the solicitation and/or Statement of Work.

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

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 USE OF CONTRACT BY OTHER JURISDICTIONS

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

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

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

02 MINIMUM LIVING WAGE TO BE PAID BY CONTRACTOR TO EMPLOYEES FOR THIS CONTRACT

- A. As required by Resolutions 02-32 and 17-8, adopted by the Authority's Board of Directors, all Contractor employees working under all Personnel-Based Service Contracts shall be paid an hourly wage no less than **\$15.03 (fifteen dollars and three cents)** throughout the term of the Contract. For purposes of this clause, the term "Contractor" refers to the Contractor, as well as any and all of its subcontractors that perform personnel-based services work under this Contract. The Contractor shall include this clause in its entirety in all subcontracts entered into pursuant to this Contract.

- B. No portion of the minimum wage required to be paid to employees performing work under this Contract shall be paid in the form of health benefits. The Contractor may provide health benefits to employees, but such benefits shall be provided in addition to the minimum wage.
- C. If a Contractor's employee believes that he or she has not been paid in accordance with this clause, the employee may file a complaint with the Contracting Officer no later than six (6) months following the date of the Contractor's alleged violation.
- D. If the Contracting Officer determines that the Contractor has not paid its employees in accordance with this clause, the Contractor shall be liable to the employees for the amount of the unpaid wages, plus interest at the rate applicable to judgments in Arlington County, Virginia, if the work was performed at Ronald Reagan Washington National Airport, at the rate applicable to judgments in Fairfax County if the work was performed along the Dulles Toll Road, or at the rate applicable to judgments in Loudoun County, Virginia, for work performed at Washington Dulles International Airport.
- E. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint or takes any other action to enforce the requirements of this clause.
- F. At all times during the term of this Contract, the Contractor shall comply with the following requirements:
1. In a prominent place at its offices and at each location where its employees perform work under this Contract, post a notice in English and Spanish that states this Contract's minimum wage rate, the employee's right to file a complaint with the Contracting Officer, and the Contracting Officer's name and address.
 2. Provide, within five (5) days of an employee's request, a written statement of the required wage rate.
 3. **The Contracting Officer shall have the right at any time during the term of this Contract to request payroll reports, in a form approved by the Contracting Officer, to include electronic and hard copies of at least two (2) payroll reports and two (2) copies of a payroll check for each employee working during that quarter. The Contracting Officer may specify the payroll report dates and payroll check dates to be produced; otherwise the Contractor may select the dates within the quarter. Contractor shall produce such reports to the Contracting Officer within five (5) business days from the date of the Contracting Officer's request for the reports. In addition, if the Contracting Officer has received an employee wage complaint, the Contractor shall produce wage documents requested by the Contracting Officer within five (5) business days of the date of the Contracting Officer's request for the documents.**
 4. Violation of this clause may lead to the termination of this Contract and/or a determination that the Contractor is not responsible, if the Contractor attempts to obtain future Authority contracts.

03 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.

04 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.

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

The Contractor shall perform handling, transporting, and disposal of international regulated waste from the International Arrivals Building (IAB) at Dulles.

02 PRE-PERFORMANCE CONFERENCE

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

03 VEHICLE REGISTRATION AND PARKING

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

04 AIRPORT REGULATIONS

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

05 SAFETY REQUIREMENTS

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

06 DAMAGE REPORTS

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

07 DAMAGE OR LOSS OF CONTRACTOR'S PROPERTY

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

08 WORKING HOURS

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

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

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

09 AUTHORITY FURNISHED FACILITIES

There will be no Authority furnished facilities under this contract.

10 AUTHORITY FURNISHED EQUIPMENT

There will be no Authority furnished equipment under this contract.

11 AUTHORITY FURNISHED UTILITIES

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

12 CONTRACTOR PERSONNEL

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

13 WORKMANSHIP AND INSPECTION

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

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

14 BILLING INSTRUCTIONS

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

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

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

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

The Contractor is encouraged to utilize banks owned and controlled by Disadvantaged Business Enterprises. To obtain a list of Disadvantaged Business Enterprise banks, contact the Department of Supplier Diversity at 703-417-8660.

15 LIABILITY INSURANCE

- A. The Contractor shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies that is/are financially sound possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service, insuring the Contractor against all liability, subject to policy terms, conditions, and exclusions, for injuries to persons (including wrongful death) and damages to property and any other liability arising from or caused by the Contractor's activities on Airports Authority premises or for services performed under this Contract. For those companies not subject to A.M. Best's ratings or equivalent, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved by the Airports Authority with such approval not to be unreasonably withheld.
- B. Contractor shall advise the Airports Authority of any cancellation, non-renewal, or material change in any policy within ten (10) business days of Contractor receiving notification of such action from the insurer.
- C. All of the policies, excluding Professional Liability, required of the Contractor shall be primary and the Contractor agrees that any insurance, including self-insurance, whether primary, excess, or on any other basis, maintained by the Airports Authority shall be non-contributing with respect to the Contractor's insurance. Any self-insured retention, deductible, or similar obligation on all of the policies shall be the sole responsibility of the Contractor.
- D. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity as defined in the Contract. The Contractor must protect the Personally Identifiable Information data to which the Contractor has access to or is holding.
- E. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits

required by this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.

- F. The Contractor and its Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.
- G. A portion of the work requires Contractor and its Subcontractors to operate a vehicle and/or mobile equipment on the restricted areas of the airport such as Air Operations Area (AOA). Unescorted access is permitted.
- H. **Insurance Coverage and Minimum Limits**

1. **Commercial General Liability**

- a. Shall be written on an "occurrence" basis with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Coverage written on a "claims-made" basis is not acceptable.
- b. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Contractors and Subcontractors, Mobile Equipment, and Damage to Rented Premises.
- c. The Products-Completed Operations coverage shall be provided for a minimum of two years following final acceptance of the work.
- d. Additional Insured: The *Metropolitan Washington Airports Authority* shall be included as an Additional Insured.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.

2. **Business Automobile Liability**

- a. In the event Contractor does not own automobiles in the corporate name, Contractor shall maintain coverage with the each accident limit identified below for Hired and Non-Owned Autos, which may be satisfied by way of endorsement to the Commercial General Liability policy described above or separate Business Auto Liability policy. Evidence of either must be provided.
- b. Shall be a limit of not less than Five Million Dollars (\$5,000,000) each accident for any vehicle (owned, non-owned, or hired/leased) used by the Contractor to fulfill the services contemplated by this Contract.
- c. Coverage shall include handling of property for loading and unloading.
- d. If hazardous materials are to be transported, coverage shall include hauling of hazardous cargo at least as broad as that provided under the ISO pollution liability CA 99-48, and the Motor Carrier Act endorsement (MCS 90). Contractor shall comply with all Federal laws and with all states' laws and insurance requirements where hazardous materials may be transported.
- e. Additional Insured for Vicarious Liability: The *Metropolitan Washington Airports Authority* shall be included as an Additional Insured for Vicarious Liability. This shall be documented using ISO (Insurance Services Office, Inc.) endorsement CA 20 48 DESIGNATED INSURED or an equivalent form.
- f. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.

3. **Workers Compensation and Employers Liability**

- a. Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed to cover each employee who is or may be engaged in work under this Contract.
- b. Coverage is compulsory in the Commonwealth of Virginia for employers of three or more employees, to include the employer and subcontractors. If the Contractor is required by Virginia law to carry Workers Compensation coverage, the coverage shall be at Virginia Statutory Limits with Virginia coverage added to item 3A of the policy; a Virginia listing under item 3C of the policy is not sufficient.

Employers Liability shall be a limit of not be less than One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

- c. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.

4. **Environmental Liability**

- a. Shall be a limit of not less than One Million Dollars (\$1,000,000) per loss for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden.
- b. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.
- c. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract and that continuous coverage shall be maintained or an extended reporting period will be exercised for a period of not less than two years from termination or expiration of this Contract.
- d. Additional Insured: The *Metropolitan Washington Airports Authority* shall be included as an Additional Insured.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.

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

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

If Contractor chooses to provide self-insurance for any of the Contractor’s real or personal property used or situated on Airports Authority’s property, the Contractor shall indicate by initialing on the line below that the self-insurance option has been chosen.

_____ Contractor elects to provide self-insurance for “All-Risk” Property.

- I. By requiring insurance herein, the Airports Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to the Airports Authority in this Contract.
- J. The Airports Authority reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in Airports Authority’s reasonable judgment, the insurance required by the Contract is deemed inadequate to properly protect the Airports Authority’s interest. The Contractor agrees that it will procure the adjusted insurance provided the coverage is available at commercially reasonable rates.

- K. The Airports Authority reserves the right to inspect relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Contractor, evidencing the coverage required herein, upon written demand. The Contractor shall provide a reasonable opportunity for the Airports Authority to inspect such insurance documents, at the Contractor's corporate office located closest to the Airports Authority's main administrative office, within ten (10) business days of the Airports Authority's written request for such inspection.
- L. The failure of the Airports Authority at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Airports Authority harmless with respect to any items of injury or damage covered by this Contract.
- M. Should any required insurance lapse during the contract term, requests for payments originating after such lapse may not be processed at the Airports Authority's discretion until the Airports Authority's Contracting Officer receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. The Contractor's failure to maintain the insurance required by this Contract shall also be the basis for immediate termination of this Contract at the Airports Authority's option.
- N. The Contractor is responsible to ensure that all its Subcontractors independently carry insurance appropriate to cover the Subcontractors' exposures, or are covered under the Contractor's policies. The Contractor is responsible for monitoring its Subcontractors' evidence of insurance to ensure compliance with their subcontract with Contractor. Copies of all Subcontractors' evidence of insurance should be maintained by the Contractor, and upon request, be supplied to the Contracting Officer.
- O. The Contractor shall provide the Contracting Officer with a valid Certificate of Insurance, in advance of the performance of any work and as soon as possible after renewal but no later than ten (10) business days after said renewal, exhibiting coverage as required by the Metropolitan Washington Airports Authority's contract terms and conditions for the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of the Airports Authority.
1. The Airports Authority has the right, but not the obligation, of prohibiting Contractor from performing work under this Contract until such evidence of insurance has been provided to the Contracting Officer in complete compliance with the contract terms and conditions.
 2. The Certificate of Insurance shall be provided on the most current industry standard form by ACORD (Association for Cooperative Operations Research and Development) or other form acceptable to the Airports Authority.
 - a. For Liability Insurance, the ACORD 25 (2016/03) is the most current industry standard form. ACORD 25 forms older than 2016/03 may not be acceptable.
 - b. Other evidence of insurance forms which may be acceptable include, but are not limited to, certificate forms created by the insurance company, Memorandum of Insurance, Certificate of Commercial Liability Insurance by ISO (Insurance Services Office, Inc.), and Manuscript Certificate of Insurance for certain offshore policy placements. Forms of these types will be considered on a case-by-case basis.
 3. The Certificate of Insurance shall include the Contract Number.
 4. If the Contractor is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Contractor shall provide the evidence of insurance in the name of Contractor's entity or partnership as the primary insured.
 5. If an Umbrella policy is used to meet the total insurance limits required by this Contract and covers more than General Liability and Automobile Liability, a statement must be provided on the Certificate of Insurance to indicate which policies are covered by the Umbrella policy.

6. If an Excess policy is used to meet the total insurance limits required by this Contract, a statement must be provided on the Certificate of Insurance to indicate which policy it follows.
7. The ***Metropolitan Washington Airports Authority*** must be specifically named as Certificate Holder on the Certificate of Insurance and the Certificate of Insurance and any other insurance-related notices shall be issued to:

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
Procurement and Contracts Department
ATTN: IFB-19-18570
1 Aviation Circle
Washington DC 20001-6000

16 CONTRACT TERM

The Period of Performance will be one (1) year from award the effective date of the contract with four (4) one (1) year options to be executed at the discretion of the Airports Authority.

17 CORRESPONDENCE PROCEDURES

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

Metropolitan Washington Airports Authority
Procurement and Contracts Department, MA-29
2733 Crystal Drive
Arlington, VA 22202
Attn.: Cedric Kinlow, CPSM, CPPB

18 DISPUTES

A. General

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

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

B. Waiver of Jury Trial

To the fullest extent permitted by law, the Contractor and the Authority hereby waive their respective rights to a trial by jury on any dispute or claim or cause of action upon, arising under, arising out of or related to, the contract. In addition, the Contractor and the Authority hereby waive their respective rights to trial by jury in any other proceeding or litigation of any type brought by any of the contracting parties against the other party whether with respect to contract claims or actions, tort claims, or otherwise. Without limiting the foregoing, the Authority and the Contractor further agree that their respective rights

to a trial by jury are waived as to any action, counterclaim, or other proceeding that seeks, in whole or in part, to challenge the validity or enforceability of the contract. This waiver of jury trial shall also apply to any subsequent amendments, modifications, renewals or supplements to the contract.

C. Performance Pending Dispute

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

D. Steps of Administrative Disputes Procedure

1. Claim Submission

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

2. Prohibited Claim Formats

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

E. Claims Review and Disposition

1. Contracting Officer Discussions

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

2. Alternative Dispute Resolution (ADR)

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

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

3. Impasse and Litigation

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

4. Contracting Officer's Final Decision

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

5. Litigation

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

F. Remedies for inappropriate claims

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

1. Remedies for Reckless or Frivolous Claims

In the event that the Contractor makes a claim against the Authority and the Contractor's claim, as certified by an officer of the contractor, is a) found by a court to be based on any reckless statement contained in the certification of the claim or b) is found by a court to be of frivolous nature or materially overstated in amount, then the Contractor shall be liable to the Authority and shall pay to it a percentage of costs incurred by the Authority in investigating, analyzing,

negotiating, mediating and litigating (including attorneys' fees) the frivolous or overstated claim. The percentage of costs referenced shall be equal to the percentage of the contractor's total claim which is determined through litigation to be the result of a reckless statement or frivolous claim. "Frivolous" shall mean having no basis in law or in fact. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

2. Remedies for False or Misleading Statements or Material Misrepresentation

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

19 TERMINATION FOR CONVENIENCE OF THE AUTHORITY

- A. The Authority may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause;
1. Stop work as specified in this notice.
 2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 3. Terminate all subcontracts to the extent they relate to the work terminated.
 4. Assign to the Authority, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Authority shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 5. With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 6. As directed by the Contracting Officer, transfer title and deliver to the Authority (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Authority.
 7. Complete performance of the work not terminated.
 8. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.

9. As directed or authorized by the Contracting Officer, use its best efforts to sell and/or return at the Authority's expense to manufacturers, suppliers, or distributors for full credit less any applicable restocking charges, any property of the types referred to in subparagraph 6. above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Authority under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- C. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year of any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- D. Subject to paragraph C. above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph D. or paragraph E. below, exclusive of costs shown in subparagraph E.3. below, may not exceed the total contract price as reduced by A. the amount of payments previously made and (B) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph E. below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- E. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph D. above:
1. The Contract price for completed supplies or services accepted by the Authority (or sold or acquired under subparagraph B.9. above) not previously paid for, adjusted for any saving of freight and other charges.
 2. The total of -
 - a. The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph E.1. above;
 - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision a. above; and
 - c. A sum, as profit on subdivision a. above, determined by the Contracting Officer in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision c. and shall reduce the settlement to reflect the indicated rate of loss.

3. The reasonable costs of settlement of the work terminated, including -
 - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- F. Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph E. above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority or to a buyer.
- G. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs C., E., or I., except that, if the Contractor failed to submit the termination settlement proposal within the time provided in paragraphs C. or I., and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraphs C., E., or I., the Authority shall pay the Contractor (1) the amount determined by the Contracting Officer, if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- H. In arriving at the amount due the Contractor under this clause, there shall be deducted -
 1. All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 2. Any claim which the Authority has against the Contractor under this contract; and
 3. The agreed price for, or the proceeds of, sale of materials, supplies or other things sold or sold under the provisions of Paragraph B.9 of this clause and not recovered by or credited to the Authority.
 4. The amount credited to the Contractor for materials, supplies or other things that are returned to the manufacturers, suppliers or distributors in accordance with Paragraph B.9 of this clause and not recovered by or credited to the Authority.
- I. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.
- J.
 1. The Authority may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes that the total of these payments will not exceed the amount to which the Contractor will be entitled.
 2. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Authority upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be

computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- K. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Authority, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

20 DEFAULT

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

21 INTERPRETATION OR MODIFICATION

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

22 SECURITY

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

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

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

The Contractor, subcontractors and their respective employees must enforce the Airport Security Program, failure to do so will result in removal of restricted area access. Vehicle registration, vehicle operator's permits, security requirements, procedures, associated costs and applicable forms are as specified by the Contracting Officer's Technical Representative (reference Section X, Attachment 04).

23 ACCIDENT AND FIRE REPORTING

(Applicable to contracts performed on authority owned or leased property)

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

2. Other accident and fire reports required by paragraph A. above may be reported by the Contractor using a State, private insurance carrier, or Contractor accident report form which states extent of injury and damage and cause of accident or fire. Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours subsequent to the occurrence of the accident or fire.

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

24 INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the Authority, the Authority's employees, and the Authority's agents, contractors, subcontractors, and consultants, and agents and employees of any of them, from and against all claims, suits, damages, losses, expenses, and attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, suit, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor, or any of its subcontractors, their agents or anyone directly or indirectly employed by them, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. In claims against any person or entity indemnified under this provision by an employee of the Contractor, a subcontractor, an employee of a subcontractor, or an agent of the Contractor or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

25 LICENSES AND PERMITS

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

26 SUPERVISION

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

27 KEY PERSONNEL

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

The Contractor shall require in each subcontract a provision that requires the subcontractor to advise the Contractor promptly of any significant changes in the organization of such subcontractor, and the Contractor

shall promptly advise the Contracting Officer of any such changes reported to the Contractor or otherwise discovered by the Contractor.

28 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AUTHORITY

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

29 OPERATION OF MOTOR VEHICLES

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

4. The Contractor shall furnish, at its own expense, flagmen as necessary to control its traffic in accordance with these specifications unless otherwise directed by the Contracting Officer's Technical Representative (COTR), in which case the direction of the COTR shall be followed.
5. Contractor's traffic will not be permitted to cross runways or sections of taxiways being used by aircraft, except as specifically and conditionally approved and subject to the controls delineated by the COTR. It shall be the Contractor's responsibility to ascertain the status of such runways and sections of taxiways at all times by consulting with the COTR. Where project access requires travel on or across runways, taxiways, or aircraft aprons, the Contractor shall provide adequate personnel and equipment to keep such surfaces clear of debris. In addition, the Contractor shall obtain any and all equipment necessary to communicate with the air traffic control tower to obtain clearance for all vehicles.
6. If the Contractor needs to utilize gate 1 at Washington Dulles, the Contractor will furnish, at its own expense, security guards acceptable to the Airport to guard that gate and assure only authorized vehicles are permitted through that gate.

30 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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

31 PATENT INDEMNITY

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

32 CHANGES

- A. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 1. Description of services to be performed;
 2. Time of performance (i.e., hours of the day, days of the week, etc.); or
 3. Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

- C. The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. If however, the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this clause however, shall excuse the Contractor from proceeding with the contract as changed.

33 INSPECTION OF SERVICES

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

34 WARRANTY OF SERVICES

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

"**Correction,**" as used in this clause, means the elimination of a defect.

- B. Notwithstanding inspection and acceptance by the Authority or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Authority. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Authority does not require correction or reperformance.

- C. If the Contractor is required to correct or reperform, it shall be at no cost to the Authority, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.
- D. If the Authority does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

35 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- B. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

36 CLEANING UP

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

37 EXCUSABLE DELAYS

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

negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

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

38 ORDER OF PRECEDENCE

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

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

39 MODIFICATION PROPOSALS - PRICE BREAKDOWN

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

40 CLAIMS FOR ADDITIONAL COSTS

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

41 TAXES

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

42 PAYMENTS

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

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

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

1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 2. Waiving the right of the Authority to require the fulfillment of all the terms of the contract.
- F. The Authority shall pay the amount due the Contractor under this contract after:
1. Completion and acceptance of all work;
 2. Presentation of a properly executed voucher; and
 3. Presentation of releases of all claims, liens and encumbrances against the Authority arising by virtue of this contract. The release shall identify other claims, liens and encumbrances, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract have been assigned. Any assignment must be approved by the Contracting Officer.
- G. The Authority shall make payments within 30 calendar days after receipt of a proper invoice in the office designated to receive the invoice.
- H. The Contractor promises that it will pay its subcontractors within 10 days following receipt of payment from the Authority. The prime contractor also agrees to return any retainage withheld from subcontractors within 10 days after the subcontractor has satisfactorily completed its work. Any delay or postponement of payment may not take place without prior approval of the Authority. A finding of non-payment is a material breach of this Contract. The Authority may, at its option, increase allowable retainage or withhold progress payments unless and until the Contractor demonstrates timely payment of sums due subcontractors. Provided, however, that the presence of a "pay when paid" clause in a subcontract shall not preclude Authority inquiry into allegations of nonpayment. Provided, further, that the remedies above shall not be employed when the Contractor demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier. The Contractor shall incorporate this provision into all subcontracts in excess of \$5,000 that results from this contract.
- I. Contractor Submission Of W-9 Required Prior to Contract Award

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

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

43 PUBLICITY RELEASES

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

44 OPTION TO EXTEND THE TERM OF THE CONTRACT

The Authority may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration. The Authority will give the Contractor a preliminary notice of its intent to extend at least 60 days prior to contract expiration. This preliminary notice shall not commit the Authority to an extension. If the Authority exercises an option, the extended contract shall be considered to include this option provision. The extended contract shall be at the rates specified in the Price Schedule. The total duration of this contract, including the exercise of any options under this provision, shall not exceed five (5) years.

45 OPTION TO EXTEND SERVICES

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

46 AUDIT AND INSPECTION OF RECORDS

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

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

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

47 CONSENT TO ASSIGNMENT

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

48 NOTIFICATION OF OWNERSHIP CHANGES

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

49 COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

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

50 AUTHORITY PROPERTY

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

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

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

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

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

maintaining an updated property inventory listing for Authority property that is bar coded. The Contractor will be responsible for recording and maintaining an updated property inventory listing for all non-bar coded Authority property. The COTR will be responsible for informing their respective Authority Property Control Office whenever property is issued or returned by the Contractor, including any changes that affect the property inventory records.

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

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

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

51 GENERAL CIVIL RIGHTS PROVISIONS

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

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

52 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

- A. Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. Non-Discrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and

Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

53 TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

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

SECTION VIII - POLICIES ON EQUAL OPPORTUNITY, MINORITY AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION, AND EMPLOYMENT OF VETERANS**01 EQUAL OPPORTUNITY**

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

02 MBE/WBE PARTICIPATION

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

03 TECHNICAL ASSISTANCE

The Authority will provide assistance to promote the participation of MBEs and WBEs in this contract, including the identification of MBEs and WBEs. To obtain assistance, interested parties are encouraged to contact the Authority's Department of Supplier Diversity at 703-417-8660, 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) _____
b) _____
c) _____ | _____ |
| 3. | Provide timely written notice to specific MBEs/WBEs that their interest in the contract is being solicited? If YES, please attach a sample of such notification and list MBEs/WBEs contacted on page 2. | _____ | _____ |
| 4. | Follow-up initial solicitations of interest by personally contacting MBEs/WBEs? If YES, please list those MBEs/WBEs contacted on page 2. | _____ | _____ |
| 5. | Select the portions of the contract to be performed by MBEs/WBEs in a manner that will increase the likelihood of MBE/WBE participation? If YES, please attach a list of those portions of the contract selected for MBE/WBE participation. | _____ | _____ |
| 6. | Provide interested MBEs/WBEs with timely and thorough information about the plans, specifications and technical requirements of the contract? If YES, please list the MBEs/WBEs provided with such information on page 2. | _____ | _____ |
| 7. | Negotiate in good faith with interested MBEs/WBEs, and not reject MBEs/WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities? If YES, list MBEs/WBEs with whom good faith negotiations were conducted on page 2. | _____ | _____ |
| 8. | Assist interested MBEs/WBEs in obtaining bonding and/or insurance? If YES, list MBEs/WBEs assisted on page 2. | _____ | _____ |

SECTION IX - LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

01 LDBE PARTICIPATION

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

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 LD BE

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

#	NAME OF SUBCONTRACTOR	BUSINESS ADDRESS (CITY, STATE, ZIP)	DESCRIPTION OF WORK	* LD BE	M BE	W BE	O T H E R	MONTHLY CONTRACT INFORMATION				% C O M P L E T E	% LD BE
								ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	TOTAL PAYMENTS TO DATE	AMOUNT THIS INVOICE		
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
SUBCONTRACTOR TOTALS													
PRIME CONTRACTOR TOTAL													
TOTAL THIS INVOICE													

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

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

Signed: _____ Title _____ Date _____

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

SECTION X - ATTACHMENTS

ATTACHMENT 01
STATEMENT OF WORK

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
WASHINGTON DULLES INTERNATIONAL AIRPORT
REGULATED WASTE REMOVAL SERVICES
STATEMENT OF WORK



PREPARED BY: METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
WASHINGTON DULLES INTERNATIONAL AIRPORT
IAD, MAINTENANCE ENGINEERING DIVISION, MA-226
FEBRUARY 2020

SECTION I - TABLE OF CONTENTS

<u>SECTION I - TABLE OF CONTENTS</u>	I-1
<u>SECTION II - INTRODUCTION</u>	II-1
<u>SECTION III - DEFINITIONS</u>	III-1
<u>SECTION IV - SCOPE OF WORK</u>	IV-1
01 SUMMARY OF WORK	IV-1
02 BACKGROUND	IV-1
<u>SECTION V - GENERAL REQUIREMENTS</u>	V-1
01 CONTAINER	V-1
02 REQUIRED DAYS/HOURS OF OPERATION	V-1
03 DISPOSAL	V-1
<u>SECTION VI - QUALIFICATIONS AND REQUIREMENTS</u>	VI-1
01 QUALIFICATIONS	VI-1
02 REQUIREMENTS	VI-1
<u>SECTION VII - SECURITY AND IDENTIFICATION</u>	VII-1
01 RULES AND POLICIES	VII-1
02 DRIVING IN SECURED AREAS	VII-1
03 ID BADGES	VII-1
04 KEYS	VII-1
05 REPLACEMENT BADGES	VII-1
<u>SECTION VIII - CIRCUMSTANCES TO BE REPORTED/DOCUMENTED</u>	VIII-1
01 UNUSUAL EVENTS	VIII-1
02 SAFETY AND/OR SECURITY VIOLATIONS	VIII-1
03 MONTHLY TONNAGE/POUNDAGE REPORTS	VIII-1
04 WEEKLY MISSED SERVICE REPORT	VIII-1

SECTION IX - QUALITY CONTROL AND SAFETY **IX-1**

01 QUALITY CONTROL PROGRAM **IX-1**

02 SAFETY **IX-1**

SECTION X - CONTRACT DELIVERABLES **X-1**

01 QUALIFICATIONS/REQUIREMENTS **X-1**

02 EQUIPMENT **X-1**

SECTION XI - APPENDICES **XI-1**

APPENDIX A - REGULATED WASTE MONTHLY TONNAGE-POUNDAGE REPORT

APPENDIX B - PROPOSED EQUIPMENT LIST

SECTION II - INTRODUCTION

The Metropolitan Washington Airports Authority (Airports Authority) is responsible for the operations, maintenance, and repair of Washington Dulles International Airport (Dulles). The Airports Authority headquarters is located at 1 Aviation Circle, Washington, D.C. This Statement of Work (SOW) addresses services, which are to be performed at Dulles. The airport is located in Loudoun and Fairfax Counties of Virginia.

The Contractor shall provide all labor, materials, tools, parts, supplies, lifts, lubricants, equipment, transportation, security badging and supervision necessary to fulfill all requirements of the Contract.

SECTION III - DEFINITIONS

AIR OPERATIONS AREA/AOA - The AOA is the portion of the airport used or intended to be used for landing, takeoff, or land maneuvering of aircraft.

AIRPORT - Washington Dulles International Airport.

AIRPORTS AUTHORITY - The Metropolitan Washington Airports Authority.

APHIS – Animal and Plant Health Inspection Service

CONTAINER - Container or Refuse Containers refers to various size dumpsters, compactors, and/or recycling bins.

CONTRACTING OFFICER/CO - The Contracting Officer (CO) is the individual responsible for executing all contractual aspects, such as the terms, scope, price, or conditions of this contract on behalf of the Airports Authority.

CONTRACTOR - Pertaining to this document, the word “CONTRACTOR” refers to the company awarded this contract. It also defines all personnel and subcontractor hired by the Contractor to perform any services specified within this contract.

COTR - The Contracting Officer's Technical Representative (COTR) is an Airports Authority employee, designated by the Contracting Officer to ensure the terms of the contract are being met by the Contractor. The COTR can NOT change the terms, scope, price, or conditions of this contract.

CPB – Customs and Border Protection

FAA - Federal Aviation Administration.

INTERNATIONAL ARRIVALS BUILDING/IAB - The International Arrivals Building is a two-story facility located to the extreme west of the main terminal.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY (the Airports Authority) - The public body responsible for the operation and management of both Ronald Reagan Washington National Airport (Reagan National) and Washington Dulles International Airport (Dulles).

MOBILE LOUNGE/PLANE MATE FLEET - Mobile Lounges and Plane Mates are large vehicles used to transport passengers to various locations at Washington Dulles International Airport.

PULL - A Pull, as referred to in the Cost Schedule, is the Contractor's requirement to remove regulated waste contents and dispose of contents at an approved disposal site. The Contractor is required to retain dump/weight tickets for each load to serve as support documentation for invoicing procedures.

QUALITY ASSURANCE (QA) - Quality Assurance is a program used by the Airports Authority to ensure the Contractor is providing the services of this contract as defined by the contract specifications.

QUALITY CONTROL (QC) - Quality Control is a program designed by the Contractor to monitor its performance in this contract to ensure services are provided on a consistent standard at all times.

SECURITY OFFICER - A security officer is a person employed at Dulles in a capacity to ensure a safe workplace. A security officer can be a Police Officer, an employee of a Contractor hired to perform such services, or an Airport Operations Officer.

SIDA - Abbreviation for Security Identification Display Area. ID badges must be displayed at all times while in this area.

SECTION IV - SCOPE OF WORK**01 SUMMARY OF WORK**

The Contractor shall furnish all vehicles, equipment, tools, labor, transportation, supervision, and all other services necessary to perform handling, transporting, and disposal of international regulated waste from the International Arrivals Building (IAB) at Dulles. The Contractor shall comply with all applicable federal, state, and local laws and regulations, which includes, but is not limited to, the Federal Environmental Protection Agency (EPA), U.S. Department of Agriculture (USDA), Animal Plant Health Inspection Service (APHIS), Virginia Department of Environmental Quality (VDEQ), and Virginia Department of Health (VDH) regulations concerning the handling, transportation, and disposal of regulated waste from points outside of the United States. Under Title 7 Code of Federal Regulations (CFR) 330.400 - 330.403 and Title 9 CFR 94.5, regulated waste must be transported by an APHIS approved cartage firm for incineration or sterilization at a disposal facility that has been approved by APHIS.

02 BACKGROUND

The Airports Authority is required to provide for the proper disposal of Quarantine Material Interceptions (QMIs) seized by Customs and Border Protection (CBP) Agriculture Specialists from international passengers arriving at Dulles. The QMIs are primarily items of organic matter consisting of fruits, vegetables, and meats. It may also consist of sandwiches containing bread, cheeses, condiments, etc. Some items seized may be packaged in plastic; others may be packaged in metal containers. CBP places the QMIs into orange, 4-mil, 40-gallon trash bags for transfer to the Airports Authority for disposal. The amount of QMIs seized is variable, with the amounts in 2012 and 2013 averaging about 5,000 pounds per month (approximately 170 pounds per day). The Airports Authority is issuing this SOW to acquire the services of a regulated waste disposal facility and cartage firm that are approved by APHIS.

REGULATED TRASH REPORT (LBS) 2016-2019

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	AVG MO
2016	3,308.20	898.00	913.40	2,237.00	3,943.80	5,230.40	5,074.40	5,481.00	3,928.60	4,078.40	4,094.00	3,074.80	42,262.00	3,521.83
2017	4,082.80	3,231.20	3,034.80	5,138.00	5,138.00	3,430.00	5,390.60	5,220.40	2,502.40	3,271.40	3,477.60	2,514.80	46,432.00	3,869.33
2018	3,193.20	3,025.60	3,493.40	5,420.20	4,350.20	5,437.60	5,100.20	5,699.60	4,205.20	3,925.20	3,488.60	4,539.40	51,878.40	4,323.20
2019	4,925.00	4,666.00	5,251.40	4,637.80	5,419.40	4,695.40	6,083.40	6,294.80	6,341.60	4,182.80	4,215.80	4,038.50	60,751.90	5,062.66
AVG	3,877.30	2,955.20	3,173.25	4,358.25	4,712.85	4,698.35	5,412.15	5,673.95	4,244.45	3,864.45	3,819.00	3,541.88	50,331.08	4,194.26

SECTION V - GENERAL REQUIREMENTS**01 CONTAINER**

The Airports Authority has an approved compactor in place that is currently being used to collect regulated and medical waste. If the Contractor so chooses, it can provide, (at its own expense), an APHIS approved rigid leak-proof container with tightly-fitting, lockable (padlock) covers for storing the regulated and medical waste at the IAB. The container shall be capable of holding 600 pounds of regulated and medical waste and shall be lettered with the words "REGULATED WASTE" in English. Lettering shall be at least at least four (4) inches high. The container used for regulated and medical waste shall not be used for domestic waste, nor shall the container used for domestic waste be used for regulated and medical waste.

02 REQUIRED DAYS/HOURS OF OPERATION

The Contractor shall be available to pick up and transport the regulated and medical waste from the IAB on Mondays, Wednesdays, and Fridays during the hours of 4 a.m. through 6 p.m. Under USDA regulations, the regulated and medical waste is not allowed to be stored in the Contractor-supplied leak proof containers for more than 72 hours so, at a minimum, the cartage firm must adhere to this pickup schedule. In addition, should there be a need for an additional pickup, the Contractor shall respond within 24 hours of being called.

03 DISPOSAL

The disposal facility must process the regulated garbage upon delivery by the cartage firm and the regulated waste must be kept separate from any ordinary waste at the disposal facility. Ordinary waste that is commingled with regulated waste becomes regulated waste.

- A. If a sterilizer is used at the disposal facility, it must be capable of heating the regulated waste to a minimum internal temperature of 212°F and maintain it at that temperature for 30 minutes. The sterilizer shall be equipped with a temperature recording device. A thermocouple probe will be used initially and twice each year to re-calibrate the temperature recording device and to adjust the sterilization cycle to assure that the waste is heated to a minimum internal temperature of 212°F for at least 30 minutes. The test load shall be at the maximum capacity of the sterilizer and of typical composition for the location. Tests shall be monitored by an employee of CBP and/or APHIS. The sterilizer must be re-calibrated after major repairs or malfunction. The time and temperature record of each batch of foreign waste shall be dated and initialed by the sterilizer operator and signed by the supervisor. The records must be retained for a minimum of one (1) year from the end of the month in which the processing occurred.
- B. If an incinerator is used at the disposal facility, it must reduce the incinerated waste to an ash. Glass and metal shall be the only residue in the ash. The incinerator must be observed after major repairs or malfunction to ensure that regulated waste is properly incinerated to ash.
- C. The disposal facility shall maintain records which will include the name of the approved cartage firm, date, time, number of units (bags, bins, containers) and quantity (weight) of waste incinerated. The records shall be retained for a minimum of one (1) year from the end of the month in which the incineration occurred.
- D. The Regulated Medical Waste Management Regulations set standards for the storage, and treatment of regulated medical waste. Regulated medical waste may be stored, steam sterilized, incinerated or treated by an acceptable alternative mechanism, in a facility permitted under the regulations. Medical waste must be in containers or packaging that is closable, prevents leakage, is labeled with the biohazard symbol, and is closed to prevent spillage during handling and transport. The state requires that labels be specific in nature; all labels must be securely attached and printed with indelible ink.

Labels must include the name, address, and business phone number of the generator, as well as "RMW" in large print with the biohazard symbol. All medical waste disposal shall go to a Virginia Department of Environmental Quality (DEQ) approved waste facility. The Contractor reserves the right to refuse medical waste that is not packaged and labeled in accordance with Virginia's Department of Environmental Quality (DEQ).

SECTION VI - QUALIFICATIONS AND REQUIREMENTS**01 QUALIFICATIONS**

- A. The Contractor shall have CBP and APHIS approval and certification for the removal, transport, and disposal of regulated waste. The Contractor shall furnish these certificates of approval to the Airports Authority prior to the contract award.
- B. The Contractor's personnel shall have been trained in all aspects of the handling and shipment of regulated waste for disposal, including the areas of spill response and use of personal protective clothing. The Contractor shall furnish to the Airports Authority certificates of training for each of its employees involved in handling and transporting regulated waste from the airport to the disposal facility. The Contractor shall furnish these certificates of approval to the Airports Authority prior to the contract award.
- C. The Contractor shall have sufficient equipment to accomplish the activities identified in this scope of work. The equipment shall comply with all applicable laws and regulations, and shall be maintained in good working order. Vehicles entering the air operations area (AOA) of the airport shall be required to pass the airport's AOA vehicle inspection.

02 REQUIREMENTS

- A. The Contractor shall provide the Airports Authority with a list of all regulated waste disposal facilities and cartage firms that are proposed for use by the Contractor for the transport and disposal of the regulated waste generated by the CBP's seizure of QMIs at Dulles. The Contractor shall identify at least one primary disposal facility and at least one backup disposal facility to be utilized in the event the primary disposal facility experiences equipment malfunctions that would prevent the treatment of the regulated waste within the required 72 hours from the time the QMIs were first placed in the supplied leak proof containers located at the IAB.
- B. Documentation showing that each cartage firm and disposal facility named is licensed and lawfully approved for such transport and disposal and that each complies with all legal requirements must support the list. The Contractor shall furnish these lists to the Airports Authority prior to the contract award.
- C. The Contractor shall comply with all laws, regulations, and ordinances that apply to the transport, storage, and disposal of regulated waste.
- D. The Contractor shall obtain and maintain all necessary permits, registrations, approvals, and liability coverage applicable to the services to be provided. Copies of all such documents shall be provided to the Airports Authority prior to beginning the services required under this contract. Copies of any new or renewal permits, registrations, approvals, and liability coverage shall be provided to the Airports Authority as soon as the Contractor receives them.
- E. The Contractor shall immediately inform the Airports Authority in person or by telephone in the event of any spill, release, discharge, leakage, emission, or escape of any regulated waste generated by Dulles that are in the care of the Contractor for storage or shipment. The Contractor shall also provide the Airports Authority with a written report that describes the details of any such incident within seven calendar days of the date of the incident.
- F. The Contractor shall immediately inform the Airports Authority in person or by telephone in the event of any malfunction or shutdown of the regulated waste treatment equipment (incinerator and/or sterilizer) at the disposal facility that would affect the proper treatment of any regulated waste generated by

Dulles are in the care of the Contractor for storage or shipment within the required 72 hours from the time the QMIs were first placed in the supplied leak proof containers located at the IAB.

- G. The Contractor shall provide the Airports Authority with at least 30 days written notice if any permits, registrations, approvals, or liability coverage are to expire or become the subject of judicial or administrative action that may lead to revocation or suspension.
- H. The Contractor shall promptly notify the Contracting Officer (CO) if the Contractor decides not to seek any necessary permits, registrations, approvals, or liability coverage that becomes required. Failure to meet any such requirements may result in the termination of any resulting contract.
- I. The Contractor shall be responsible for obtaining proper personnel identification and vehicle inspections to allow access into the airport's security area. The Contractor shall maintain a sufficient number of personnel with airport AOA badges and AOA driver's licenses to perform work on the AOA. In addition, the Contractor shall have at least two vehicles approved and placarded for used on the AOA. The vehicles shall pass an airfield vehicle inspection by an Airport Operations Inspector. The cost of obtaining the necessary personnel badges and airport vehicle inspections shall be incidental to the contract and will not be reimbursed by the Airports Authority.
- J. The Contractor shall ensure that its personnel and equipment comply with all applicable laws and regulations.
- K. The Contractor shall take all precautions necessary to protect the health and safety of its employees, Airports Authority employees, the public, and property during the execution of activities identified in this scope of work.

SECTION VII - SECURITY AND IDENTIFICATION**01 RULES AND POLICIES**

The Contractor, its subcontractors, and all 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. 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 brought onto and/or removed from 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 DRIVING IN SECURED AREAS

All of the Contractor's personnel who will be driving in any of the secured areas at Dulles must undergo an identification procedure by the Airports Authority prior to commencement of work. The identification procedure involves a mandatory fingerprinting process and the viewing of a Federal Aviation Administration (FAA) mandatory driving video. The fingerprinting process for a Contractor's employees is required at a cost of \$38, including Transportation Security Administration (TSA) processing fees. The Contractor shall bear all expenses for these items. Vehicle operators shall be required to obtain an airfield operator's permit and all vehicles must pass an AOA inspection prior to commencement of work on the AOA. All vehicles used must be in good working order and able to pass the security gate inspection. Vehicles with fluid leaks, cracked windshields, or any other deficiencies will not be permitted to enter the AOA.

03 ID BADGES

Workers in the AOA area are required to obtain and display their AOA photo ID credential at all times. 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.

04 KEYS

Two keys for the container padlock will be provided to the Contractor at no cost, however, there may be a replacement cost associated with a lost key. Upon contract completion or termination all issued keys must be returned to the COTR.

05 REPLACEMENT BADGES

Should an employee of the Contractor lose a badge the replacement cost is as follows: \$50 for the first lost badge, \$100 for the second lost badge, \$200 for the third lost badge. *In addition to the \$200, written permission from the Airport Manager is necessary for the reissuance of a third airport identification badge. The Contractor shall bear all expenses for these items.

SECTION VIII - CIRCUMSTANCES TO BE REPORTED/DOCUMENTED**01 UNUSUAL EVENTS**

Any unusual event that may delay or deter the Contractor from fulfilling the requirements of the contract should be reported immediately to the COTR and documented in a bound journal by the Contractor.

02 SAFETY AND/OR SECURITY VIOLATIONS

Any and all safety and/or security violations must be reported immediately to a Security Officer followed by notice to the COTR.

03 MONTHLY TONNAGE/POUNDAGE REPORTS

The Contractor shall provide a monthly report detailing total tonnage/poundage of regulated waste collected. See Appendix A.

04 WEEKLY MISSED SERVICE REPORT

The Contractor shall document and submit via e-mail weekly, a report indicating inaccessible for removal along with a reason for the missed service. If the container is inaccessible of any reason, the Contractor will service the container during the following business day or prior to the next scheduled service. The removal of containers and transport to the disposal facility shall not ever exceed 72 hours from the time the QMIs were first placed in the supplied leak proof containers located at the IAB.

SECTION IX - QUALITY CONTROL AND SAFETY**01 QUALITY CONTROL PROGRAM**

The Contractor shall establish a quality control program that, at a minimum, contains periodic inspections of all services to be performed as defined in this document. **The Contractor shall maintain a daily log journal describing deficiencies found with the container and corrective actions required. The log will be made available to the Airports Authority electronically via e-mail on a weekly basis.** The Contractor shall be responsible for cleaning any spillage of waste while removing the waste from the site. A copy of the proposed Quality Control Program shall be included with the Contractor's offer.

02 SAFETY

The Contractor shall be responsible for observing and correcting any hazardous conditions, including, but not limited to, tripping hazards, spills, and other conditions that could reasonably be expected to lead to bodily injury, that exist in area maintained under this contract. Whenever any such hazardous condition is observed, the Contractor shall notify the Airports Authority immediately and take reasonable steps to prevent injury until the condition is corrected, including, but not limited to, placement of orange safety cones to alert passersby to the condition and/or cordoning off the area. The Contractor shall submit a Safety Record representing the Contractor's Safety History for the past five years.

SECTION X - CONTRACT DELIVERABLES**01 QUALIFICATIONS/REQUIREMENTS**

- A. The Contractor shall provide documentation showing that their firm has the necessary permits, registrations, certifications, and approvals of CBP and APHIS for the removal, transport and disposal of regulated waste.
- B. The Contractor shall provide documentation of certificates of training for each of its employees involved in handling and transporting regulated waste from the airport to the disposal facility.
- C. The Contractor shall provide the Airports Authority with a list of all regulated waste disposal facilities and cartage firms that are proposed for use by the Contractor for the transport and disposal of the regulated waste generated by the CBP's seizure of QMIs at Dulles.
- D. The Contractor shall obtain and maintain all necessary permits, registrations, approvals, and liability coverage applicable to the services to be provided.

02 EQUIPMENT

The Contractor shall provide a list of all proposed vehicles and equipment (containers shall be supplied by the Contractor,) that will be used in handling, transporting, and disposal of international regulated waste (Appendix B).

SECTION XI - APPENDICES

APPENDIX A

REGULATED WASTE MONTHLY TONNAGE-POUNDAGE REPORT

APPENDIX B

PROPOSED EQUIPMENT LIST

ATTACHMENT 02

REGULATED WASTE REMOVAL AND DISPOSAL SERVICES

REQUIREMENT COMPLIANCE CHECKLIST

**REGULATED WASTE REMOVAL AND DISPOSAL SERVICES
REQUIREMENT COMPLIANCE CHECKLIST
IFB-19-18570**

By checking the respective boxes below, the bidder certifies that it meets or exceeds all the requirements as outlined in the Statement of Work.

Bidder (Company): _____ Date: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

No#	Yes (✓) or No (X)	REQUIREMENT
1		The Contractor shall provide documentation showing that their firm has the necessary permits, registrations, certifications, and approvals of CBP and APHIS for the removal, transport and disposal of regulated waste.
2		<p>The Contractor's personnel shall have been trained in all aspects of the handling and shipment of regulated waste for disposal, including the areas of spill response and use of personal protective clothing.</p> <p>The Contractor shall provide documentation of certificates of training for each of its employees involved in handling and transporting regulated waste from the airport to the disposal facility.</p>
3		<p>The Contractor shall have sufficient equipment to accomplish the activities identified in this scope of work. The equipment shall comply with all applicable laws and regulations, and shall be maintained in good working order.</p> <p>Vehicles entering the air operations area (AOA) of the airport shall be required to pass the airport's AOA vehicle inspection.</p> <p>The Contractor shall provide a list of all vehicles and equipment (and containers if they will be supplied by the Contractor,) that will be used in handling, transporting, and disposal of international regulated waste</p>
4		<p>The Contractor shall provide the Airports Authority with a list of all regulated waste disposal facilities and cartage firms that are proposed for use by the Contractor for the transport and disposal of the regulated waste generated by the CBP's seizure of QMIs at Dulles.</p> <p>The Contractor shall identify at least one primary disposal facility and at least one backup disposal facility to be utilized in the event the primary disposal facility experiences equipment malfunctions.</p> <p>Documentation showing that each cartage firm and disposal facility named is licensed and lawfully approved for such transport and disposal and that each complies with all legal requirements must support the list.</p>

ATTACHMENT 03
INSURANCE AFFIDAVIT

INSURANCE AFFIDAVIT

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

Solicitation Number: _____

Name of Offeror: _____

To be completed by the Offeror:

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

Name of Offeror_____
Offeror's Authorized Agent (please print):_____
Offeror's Authorized Agent's Signature_____
Date**To be completed by Offeror's insurance provider**

(use multiple forms if more than one provider)

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

Name of Insurance Agency_____
Insurance Agent's Name (please print):_____
Insurance Agent's Signature_____
Date

ATTACHMENT 04

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

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