

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: Scott Jimmo TELEPHONE NUMBER: <i>(No Collect Calls)</i> 703-417-8662	
2. SOLICITATION NUMBER	3. TYPE OF SOLICITATION	4. DATE ISSUED	
RFP-18-34927	REQUEST FOR PROPOSALS (RFP)	January 11, 2019	
SOLICITATION			
5. DESCRIPTION OF SUPPLIES, SERVICES, CONSTRUCTION			
The Contractor shall provide a prescription drug benefit plan for the Airports Authority in accordance with the Statement of Work at Attachment 01. The period of performance will be three (3) years from the contract award date with three (3) one-year unpriced option years exercised at the discretion of the Airports Authority. All questions concerning this solicitation must be submitted by 3:00 PM January 28, 2019, via the Airports Authority's website at: http://www.mwaa.com/business/current-contracting-opportunities Note: This solicitation has a 0% LDBE participation requirement.			
6. BOND REQUIREMENTS			
PAYMENT BOND: None		PERFORMANCE BOND: None	
7. PRE-PROPOSAL CONFERENCE			
DATE: January 24, 2019 TIME: 10 AM LOCATION: 2733 Crystal Drive, Conference Room 5A/5B, Arlington, VA 22202			
8. DEADLINE FOR OFFER SUBMISSION			
Sealed offers in accordance with Section X, Attachment 02 are due at the place specified at the top of this form by 3:00 P.M. local time, February 20, 2019 . Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time the offers are due. Proposals will not be publicly opened.			
OFFER (Must be fully completed by offeror)			
9. NAME AND ADDRESS OF OFFEROR (Include Zip Code)		11. REMITTANCE ADDRESS (If different than Item9)	
		12A. E-MAIL ADDRESS	
10A. TELEPHONE NUMBER	10B. FAX NUMBER	12B. COMPANY INTERNET WEBSITE	
13. ACKNOWLEDGMENT OF AMENDMENTS (This offeror acknowledges receipt of amendments to this solicitation - give number and date of each)		14A. NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER	
AMENDMENT NO.			
DATE			
		14B. SIGNATURE	
		14C. DATE	
AWARD (To be completed by MWAA)			
15. ACCEPTED AS TO ITEMS NUMBERED		20A. NAME OF CONTRACTING OFFICER	
16. CONTRACT NUMBER	17. AMOUNT	20B. SIGNATURE OF CONTRACTING OFFICER	
18. DATE OF AWARD	19. CONTRACT EFFECTIVE DATE		

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SECTION III - FINANCIAL PROPOSAL

The Financial Proposal for this solicitation is in Microsoft Excel format and downloadable at:

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

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

SECTION IV - REPRESENTATIONS AND CERTIFICATIONS

01 PARENT COMPANY AND IDENTIFYING DATA

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

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

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

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

Parent Company's Employer's
Identification Number

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

_____.

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

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

_____.

02 TYPE OF BUSINESS ORGANIZATION

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

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

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

03 AUTHORIZED NEGOTIATORS

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

04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION

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

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

Once contract award has been made, the prime contractor shall not deviate from use of the above subcontractor(s) without prior submission and Contracting Officer approval of revised 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 REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- (2) Have [] have not [] had contractor or business license revoked within the three (3) year period preceding this offer;
 - (3) Have [] have not [] been declared non responsible by any public agency within the three (3) year period preceding this offer;
 - (4) Have [] have not [], within the three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or sub-contract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; violation of labor, employment, health, safety or environmental laws or regulations;
 - (5) Have [] have not [], within the three (3) year period preceding this offer, been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph A.1.a.(4). of this provision; and
 - (6) All performance evaluations within the three (3) year period preceding this offer have [] have not [] received a rating of satisfactory or better. If not, please provide a copy of the evaluation with detailed explanation.
- b. The Offeror has [] has not [] within the three (3) year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph A. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph A. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered

an erroneous certification, the Contracting Officer may terminate the contract resulting from this solicitation for default.

12 INSURANCE AFFIDAVIT

The Offeror and their insurance agent, broker, or representative must review the insurance provisions to understand their requirements and cost to contract with the Airports Authority. The Insurance Affidavit form, which is included at Section X – Attachment 03, must be completed by the Offeror and its insurance provider. The Airports Authority may declare any offer as non-responsible without this affidavit, or made with an incomplete affidavit form.

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

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

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

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

02 PREPROPOSAL CONFERENCE

A preproposal conference will be held at 2733 Crystal Drive, Conference Room 5A/5B, Arlington, Virginia 22202, on January 24, 2018, at 10:00 AM Local Time.

03 PROCUREMENT PROCESS – BEST VALUE RFP

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

B. Best Value Determination:

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

C. Price Evaluation:

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

04 RESERVED**05 OFFEROR'S QUALIFICATIONS**

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

B. Prior to award of contract, the Contracting Officer may require the apparent successful offeror to submit the following:

1. List of firms for whom similar work has been performed in the past five (5) years and a description of the work accomplished for each firm.
2. Qualifications and experience of key project individuals.

06 RESERVED**07 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS**

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

08 CONTRACT AWARD

- A. BY SUBMITTING A RESPONSE TO THIS SOLICITATION ISSUED BY THE AUTHORITY THE OFFEROR AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND REQUIREMENTS SET FORTH IN THIS SOLICITATION DOCUMENT. The Authority will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, cost or price and other factors specified elsewhere in this solicitation, considered.
- B. The Authority may (1) request "best and final offers," (2) reject any or all offers if such action is in the Authority's best interest, (3) accept other than the lowest offer, and/or (4) waive informalities and minor irregularities in offers received.
- C. The Authority may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- D. Prompt payment discounts may be offered, however, the Authority will evaluate the cost of the offer without the offeror's prompt payment discount.

09 EXPLANATION TO PROSPECTIVE OFFERORS

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

10 PREPARATION OF OFFERS

- A. Offerors are expected to examine the Statement of Work (SOW); Financial Proposal; Terms and Conditions; and all instructions. Failure to do so will be at the offerors' risk.
- B. Multiple/alternate offers will not be considered.
- C. Offerors shall furnish the information required by the solicitation. Offerors shall sign the Solicitation Offer and Award page and print or type its name on the Financial Proposal and each continuation sheet on which they make entries. Erasures or other changes must be initialed by anyone signing the offers. Offers signed by agents shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- D. For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation, and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Financial Proposal. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct; subject, however, to correction to the same extent and in the same manner as any other mistake.
- E. Offers for services other than those specified will not be considered unless authorized by the solicitation.
- F. Offerors must perform the required services within the time specified in the solicitation.
- G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- H. In evaluation and consideration of this procurement, the Authority, when deemed in its best interest, reserves the right to make multiple and/or split awards.
- I. The Authority may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. The Authority reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.
- J. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Authority may accept an offer (or part of an offer, as provided in paragraph E above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Authority.
- K. Neither financial data submitted with an offer, nor representations concerning facilities for financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

11 SUBMISSION OF OFFERS

- A. Offers and modifications thereof shall be submitted in sealed envelopes or packages showing the name and address of the offeror, the solicitation number, and the time specified for receipt. Envelopes or packages should be addressed and delivered to the following location:

VIA USPS
Metropolitan Washington Airports Authority
Procurement and Contracts Department
1 Aviation Circle
Washington, DC 20001

VIA HAND DELIVERY AND PRIVATE CARRIER
Metropolitan Washington Airports Authority
Procurement and Contracts Department
2733 Crystal Drive
Arlington, VA 22202

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

12 LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF OFFERS

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

- G. Offers may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and that person signs a receipt for the offer.

13 SOLICITATION COSTS

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

14 TYPE OF CONTRACT

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

15 MINIMUM PROPOSAL ACCEPTANCE PERIOD

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

16 PLACE OF PERFORMANCE

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

- A. Ronald Reagan Washington National Airport (DCA)

Metropolitan Washington Airports Authority
Ronald Reagan Washington National Airport
Arlington County
Gravelly Point, Virginia
- B. Washington Dulles International Airport (IAD)

Metropolitan Washington Airports Authority
Washington Dulles International Airport
Loudoun County
Chantilly, Virginia
- C. Dulles Toll Road (DTR)

Metropolitan Washington Airports Authority
Dulles Toll Road Office
8500 Toll Plaza Lane
McLean, VA 22102

D. Dulles Corridor Metrorail Project (DCMP)

Metropolitan Washington Airports Authority
Dulles Metrorail Office
198 Van Buren Street, Suite 300
Herndon, VA 20170

17 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

A. Mark the title page with the following legend:

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

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

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

18 STATEMENT OF UNDERSTANDING

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

19 RESERVED

20 OFFER DOCUMENTS

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

21 PROTESTS

- A. Protests must be typewritten, signed, and hand-delivered or mailed to the Director of Procurement and Contracts, (MA-950). 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 Director of Procurement and Contracts 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 Director of Procurement and Contracts. The protest must be received by the Director 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 Director of Procurement and Contracts. The protest must be received by the Director 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 Director of Procurement and Contracts will attempt to respond to a protest within seven (7) days from receipt of the protest. If the Director determines that additional time will be required to respond to the protest, the Director will, within seven (7) days, notify the protestor of the time period within which a response will be made.
- E. The Authority may proceed with the award of the contract and notice-to-proceed with contract work while a protest is pending if the President and Chief Executive Officer determines it to be in the Authority's best interest to do so.

22 RESERVED

23 NOTICE TO LOW OFFERORS

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

24 TITLE VI SOLICITATION NOTICE

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

SECTION VI - SPECIAL PROVISIONS

01 USE OF CONTRACT BY OTHER JURISDICTIONS

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

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

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

02 CONTRACTOR PERFORMANCE EVALUATION

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

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

03 LIMITATION OF OBLIGATIONS AND LIABILITIES

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

04 INFORMATION SECURITY

Security certification is necessary to ensure safeguards are in place or risks fully understood prior to Airports Authority use. All connections to the Airports Authority networks or hosts must be certified by the Airports Chief Information Security Officer (CISO) in writing prior to authorization for use. This includes, but is not limited to, all hardware and applications, whether hosted on Airports Authority property or in the Cloud, or managed by Airports Authority staff or external contractors.

The following two methods can be used to certify systems for Airports Authority use:

- The most current version of the Statement on Standards for Attestation Engagements (SSAE) or
- Certification by the Office of Technology's ISG against the Security Directive Standards via the submission of the Information Security Questionnaire.

Prospective contractors must submit either SSAE certification or a copy of the Information Security Questionnaire, at Attachment 07, with its proposal and then annually for review.

05 REGULATORY COMPLIANCE

- A. Contractor must comply with all state insurance department filing requirements for all plans/products in each state in which the Authority has employees.
- B. Contractor must prepare and file all legal documents necessary to implement and maintain the plan, including policies, amendments, contracts, and required state filings.
- C. Contractor must support health plan legislation reporting and other requirements (Federal PPACA and other state health care reform), as it relates to dental benefits and wellness initiatives.
- D. Contractor must comply with applicable federal and state claims procedure regulations, including the appropriate timeframes for adjudicating claims and notice of appeal decisions.
- E. Contractor must notify the Authority if it off-shores any services.

06 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- A. Contractors must report to the national Healthcare Integrity and Protection Databank (HIPDB) as required and, as may be necessary, submits inquiries to the HIPDB to determine whether any final adverse legal actions have been taken against its member providers.
- B. Contractor must, if it conducts Standard Transactions, be in full compliance with HIPAA's administrative simplification standards relating to Electronic Data Interchange (EDI).
- C. Contractor must be in full compliance with HIPAA's regulations protecting the privacy of individually identifiable health information.
- D. Contractor provide the Authority's third-party consultant access to Protected Health Information (PHI) under the employer's health plan if they execute a Business Associate Agreement.
- E. Contractor must make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by organization available to the Secretary of the Department of Health and Human Services for purposes of the Secretary of the Department of Health and Human Services determining organization's compliance with the privacy rules.
- F. Contractor must adopt and implement written confidentiality policies and procedures in accordance with applicable law to ensure the confidentiality of member information used for any purpose.
- G. Contractor must not use or further disclose PHI other than as permitted or required by a Business Associate Agreement or required by law.
- H. Contractor must use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI. Vendor agrees to report to the plan sponsor any unauthorized use or disclosure of the PHI.
- I. Contractor must mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by vendor in violation of the requirements of the federal privacy rule.
- J. Contractor must ensure that any agent, including its subcontractor, to whom it provides PHI received from, or created or received by the vendor agrees to the same restrictions and conditions that apply to vendor with respect to such information.
- K. Contractor must provide access to PHI in a "designated record set" in order to meet the requirements of Title 45 Code of Federal Regulations (CFR) Section 164.524.
- L. Contractor must make any amendment(s) to PHI in a "designated record set" pursuant to Title 45 CFR Section 164.526.
- M. Contractor must document disclosures of PHI and information related to such disclosures as would be required to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45 CFR Section 164.528.
- N. Contractor must (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits; (ii) report to the plan sponsor any security incident (within the meaning of Title 45 CFR Section 164.304) of which vendor becomes aware; and (iii) ensure that any vendor employee or agent, including any subcontractor to whom it provides PHI received from, or

created or received by the vendor agrees to implement reasonable and appropriate safeguards to protect such PHI.

- O. Contractor must certify that data shared, whether fully insured or self-insured, is not individually identifiable, unless specific authorization is provided by members or a HIPAA plan amendment is in place.
- P. Contractor must be fully compliant with the Genetic Information Nondiscrimination Act (GINA).

07 CONFLICT OF INTEREST

The nature of this Project requires an impartial unbiased approach on the part of the Offeror's team. Each offeror must disclose in its Representation Package any representations, activities or relationships involving the offeror firm, or employees within the offeror firm, that may give rise to a conflict of interest were it selected for contract award, which conflict would or could disqualify it from providing services under the contract absent a waiver from the Airports Authority and/or other entities.

SECTION VII - CONTRACT PROVISIONS

01 SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment and supervision to provide a prescription drug benefit plan for the Airports Authority in accordance with the Statement of Work at Attachment 01.

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 RESERVED

05 RESERVED

06 RESERVED

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 RESERVED**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. Contractor must perform all services under this Contract with the degree of skill, care and diligence normally shown by a contractor in the community performing services of a scope, purpose and magnitude comparable with the nature of the services.
- B. Contractor must ensure that all services are accomplished by appropriately licensed professionals, qualified and competent in the applicable discipline. The Contracting Officer may, in writing, require the Contractor to remove any employee from performing the services that the Contracting Officer deems incompetent or careless.

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 William.caldwell@mwa.com or in hard copy to the following address:

Metropolitan Washington Airports Authority
Attn: William Caldwell
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 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 any Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.
- G. The Contractor is prohibited from operating any vehicle, including mobile equipment, on the restricted areas of the airport such as Air Operations Area (AOA).

H. **Insurance Coverage and Minimum Limits**

1. **Commercial General Liability**

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

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 One Million Dollars (\$1,000,000) 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. Additional Insured: The *Metropolitan Washington Airports Authority* shall be included as an Additional Insured.

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

3. **Workers Compensation and Employers Liability**

- a. 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. If the Contractor is required by Virginia law to carry Workers Compensation coverage, the coverage shall be at Virginia Statutory Limits with Virginia coverage added to item 3A of the policy; a Virginia listing under item 3C of the policy is not sufficient.
- c. Employers Liability shall be a limit of not be less than One Hundred Thousand Dollars (\$100,000) for bodily injury by accident and One Hundred Thousand Dollars (\$100,000) each employee for bodily injury by disease.
- d. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

4. **Professional Liability (Miscellaneous Errors & Omissions)**

- a. This requirement can be satisfied by either a separate policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.
- b. Subject to policy terms, conditions, and limitations there shall be a limit of not less than Five Hundred Thousand Dollars (\$500,000) per claim for all employees covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor.
- c. Continuous coverage shall be maintained or an extended reporting period will be exercised for a period of not less than one year from termination or expiration of this Contract. The retroactive date shall precede the effective date of this Contract.

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 Subcontractors independently carry insurance appropriate to cover the Subcontractors' exposures, or are covered under the Contractor's policies. The Contractor is responsible for monitoring their 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: Solicitation No. RFP-18-34927
1 Aviation Circle
Washington DC 20001-6000

16 CONTRACT TERM

The period of performance under this contract will be three (3) base years and three (3) one-year unpriced option periods exercised at the discretion of the 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
1 Aviation Circle
Washington, DC 20001-6000
Attn.: Scott Jimmo

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 Director of Procurement and Contracts.

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 stop work under the Contract. Within 30 days of the effective date of the termination, the Contractor shall submit a final invoice to the Authority identifying all work for which it has not yet been paid, and all payments it believes it is due under the Contract. The Authority shall pay the invoice within 30 days of its receipt, unless the Contracting Officer determines that the Contractor is not entitled to all payments set out in the invoice. In that event, the Contracting Officer and Contractor shall work in good faith to resolve their differences. If these differences are not resolved, the resulting dispute shall be addressed, at the Contractor's option, under the Disputes provision of this Contract. Upon termination, you agree to pay the Airports Authority all Manufacturer Payments received within 36 months after the end of the agreement.

20 DEFAULT

- A. If the Contractor: 1) fails to comply with the terms of this Contract; 2) refuses or fails to perform the work with the diligence necessary to ensure its timely completion; or 3) fails to timely complete the work, the Authority may, by written notice to the Contractor, terminate the Contract. In this event, the Authority may take over the work and complete it by contract or otherwise, and the Contractor shall be liable for any damage to the Authority resulting from the Contractor's above-described refusal or failure to comply with or perform under the Contract, which liability will include any increased costs incurred by the Authority in completing the work.
- B. Any dispute between the Authority and the Contractor arising under this Default provision shall, at the option of either party, be addressed under the Disputes provision of this Contract.
- 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 RESERVED

23 RESERVED

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. 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.

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 RESERVED**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. 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.
- C. 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 RESERVED**36 RESERVED****37 TIMELINESS OF PERFORMANCE**

- A. Timely performance of the services is required, and Contractor must provide the services within the time limits set by the Authority. Contractor will be excused from timely performance only to the extent that the failure to perform 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. 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. Financial Proposal;
- B. Representations and Certifications
- C. Solicitation Provisions;
- D. Special Provisions;
- E. Contract Provisions;
- F. Other documents, exhibits, and attachments;
- G. Statement of Work.

39 RESERVED**40 RESERVED****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 payments for all accepted work performed under this Contract within thirty (30) days of its receipt of a proper and complete Contractor's invoice. Unless otherwise directed by the Contracting Officer, Contractor shall submit a single invoice which identifies all work performed by the contractor on a monthly basis. 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. Any Contractor invoice shall follow a format and contain the information identified by the Contracting Officer. Failure to include required Exhibit J Attachment may delay payment of the invoice.
- D. The Airports Authority will pay Claim invoices every two weeks; and Administrative Fees on a monthly basis.
- E. The Contractor promises that it will pay its subcontractors within 10 days following receipt of payment from the Authority.
- F. Contractor Submission Of W-9 Required Prior to Contract Award

As a prerequisite for contract award, the contractor shall complete all parts of the Internal Revenue Service ("IRS") Form W-9 (Request for Taxpayer Identification Number and Certification). Contract award will not be made until the completed W-9 has been received by the Authority. The W-9 form and instructions are available to contractors by accessing the IRS website at www.irs.gov 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 Director, 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 Financial Proposal. The total duration of this contract, including the exercise of any options under this provision, shall not exceed six (6) 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 Financial Proposal. 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

A. 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.

An third-party consultant, on behalf of the Authority, may conduct a quality review of the plan design to be loaded in the claims system(s) prior to implementation (or as soon thereafter as reasonably possible). Contractor agrees to pay the cost of this review, up to \$25,000. Contractor will provide all necessary support to enable the third-party consultant, on behalf of the Authority, to review claims in a test environment that mirrors the plan information present in the "live" claims processing system. Any and all costs associated with this review shall not be included in the Authority's retention fee.

B. Audit

The Authority shall have the right to audit at no charge except at a direct pass-through of any data retrieval fees, which may be required if data requested has already been stored. The Authority shall have the right to audit post termination. The Authority shall have the right to audit more than once per year if the audits are different in scope or for different services. The Authority shall have the right to perform additional audits during the year of similar scope if requested as a follow-up to ensure

significant/material errors found in an audit have been corrected and are not recurring or if additional information becomes available to warrant further investigation.

Contractor agrees to provide reasonable cooperation with requests for information, which includes but is not limited to the timing of the audit, deliverables, data/information requests and Contractor response time to questions during and after the process. Contractor will also provide a response to all "findings" it receives within 30 days, or at a later date if mutually determined to be more reasonable based on the number and type of findings. Contractor agrees to pay the Airports Authority one hundred percent (100%) of any overpayments as determined from an audit by a firm that the Airports Authority chooses, and no later than 30 days after both parties have agreed to the recoveries, subject to a compounding interest penalty of one percent (1%) per month.

C. Claim Audits

The Airports Authority or its third-party Contractor, may conduct a claims audit annually and such audits will be limited to the prior two contract years of data. The Airports Authority retains the right to audit beyond the prior two contract years if a claims audit indicates a systemic issue.

D. Manufacturer Payment Audits

The right to audit Manufacturer Payments extends to any and all agreements with pharmaceutical manufacturer(s) based on the definition of Manufacturer Payments. This includes but is not limited to Rebate agreements and other types of agreements that may require the Airports Authority to enroll in certain programs in order to be eligible to receive Manufacturer Payments.

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.

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 RESERVED

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 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

STATEMENT OF WORK
FOR PRESCRIPTION DRUG BENEFIT SERVICES

1. BACKGROUND - METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

On June 7, 1987, Washington Dulles International and Washington National Airports were transferred to the Metropolitan Washington Airports Authority (Airports Authority) under a 50-year lease authorized by the Metropolitan Washington Airports Act of 1986, Title VI of Public Law 99-500. All property was transferred to the Airports Authority, and the Federal government holds title to the lease. Prior to the transfer, the airports were owned and operated by the Federal Aviation Administration in the U.S. Department of Transportation.

The Airports Authority operates a two-airport system that provides domestic and international air service for the mid-Atlantic region. The organization consists of more than 1,500 employees in a structure that includes central administration, airports management and operations, and police and fire departments.

In addition to operating Reagan National and Dulles International, the Airports Authority is responsible for capital improvements at both airports. On November 1, 2008, the Commonwealth of Virginia transferred the daily operation, maintenance and control of the Dulles Toll Road to the Airports Authority. Tolls collected are used for operation, maintenance and improvements in the Dulles corridor, and to fund a portion of the construction of Metrorail in the Dulles corridor.

The Airports Authority is managing the Dulles Corridor Metrorail project to extend Metrorail service to Dulles Airport and Loudoun County. Construction commenced on March 10, 2009, and the first phase to Reston opened on July 26, 2014. The second phase to Dulles and Loudoun County is under construction.

The Airports Authority is not taxpayer-funded but is self-supporting, using aircraft landing fees, rents and revenues from concessions to fund operating expenses. Airport capital improvements are funded by bonds issued by the Airports Authority, Federal and State Airport Improvement Program funds and Passenger Facility Charges. The Dulles Corridor Metrorail Project is funded by the Airports Authority and its project partners in Fairfax and Loudoun Counties, the Commonwealth of Virginia, the Federal Government and from revenue generated by the Dulles Toll Road. Additional background on the Authority may be obtained from its website <http://www.mwaa.com>.

2. BACKGROUND – PRESCRIPTION DRUG PLAN

The Airports Authority provides medical, dental, and prescription benefit plans to approximately 2,300 employees and retirees, and eligible dependents. For the active and retiree population who have selected the Self-Insured Medical Benefit option, the Airports Authority offers both a commercial and Employer Group Waiver Plan (EGWP) to its respective active and retiree population. Employees and retirees also have the option to choose a Staff Model HMO, which has an included prescription drug program.

The Airports Authority has retained PRM Consulting, Inc., to assist in the review and analysis of proposals received in response to this solicitation.

3. CONTRACTOR REQUIREMENTS

- 3.1 At least ten years of experience in providing prescription drug benefit plan services including claims administration, retail pharmacy network services, and mail-order services.
- 3.2 Contractor must offer retail, mail, and specialty pharmacy networks.
- 3.3 Contractor must provide services for at least two million covered lives across the vendor's commercial pharmacy benefit management book of business.

- 3.4 Contractor must employ credentialed Contractors in accordance with state and federal laws who assist with formulary management, Drug Utilization Review (prospective, concurrent, retrospective), fraud and abuse programs, utilization management (prior authorization, step therapy, limits) and quality assurance.
- 3.5 Contractor must offer an EGWP solution that minimizes the change in benefits and covered medications for Airports Authority retirees.
- 3.6 Contractor must use HIPAA 834 and be Workday Cloud Connect partners.

4. PLAN DESIGN AND PROVIDER NETWORK

4.1 **Current Plans**– Covers all active employees and retirees*, regardless of age.

	Retail Pharmacy (up to 30-day supply)	Maintenance Medication and Mail Order (mail service or up to 90-day supply)
Generic	\$10 co-pay**	\$20 co-pay**
Preferred Brand	\$25 co-pay	\$45 co-pay
Non-Preferred Brand	\$50 co-pay	\$90 co-pay

**In the commercial plan, the first two fills are free for prescriptions for a drug never taken before and filled as a generic.

*Note: In the EGWP plan, retirees pay the above copays in all layers of Part D coverage unless the standard Part D cost share would be less.

4.2 Contractor must offer multiple standard formularies that allow the Airports Authority to choose between broad formulary access and restricted formulary access.

5. PLAN ELIGIBILITY

- 5.1 Selected benefit plans must cover eligible employees/retirees of the Airports Authority, as well as eligible spouse/dependents of employees/retirees. Eligibility is determined by the Airports Authority and transmitted to the carrier for enrollment/disenrollment purposes.
- 5.2 Contractor must provide coverage on a discontinuance and replacement basis (sometimes referred to as a "no loss/no gain" basis) for eligible active employees and retirees (including dependents) participating in the current plans on the effective date and to unconditionally provide continuous coverage to all participants enrolled on the program effective date including those not actively at work or disabled.
- 5.3 Contractor must capture both the 9-digit social security number and the alphanumeric Client ID in its eligibility system.
- 5.4 Based on the eligibility files, Contractor must add coverage for members who have joined the plan within 48 hours of receipt of eligibility data. Based on the eligibility files, Contractor will notify appropriate party of eligibility issues within 24 hours of receipt of eligibility data.

6. TRANSITION

6.1 Transition at Commencement.

- 6.1.1 The Contractor must coordinate with Airports Authority staff and the incumbent Contractor to ensure minimal disruption to current services.
- 6.1.2 The Contractor must identify lead implementation managers, one for commercial and one for EGWP, responsible for transition activities.

- 6.1.3 The Account Manager must be a participant on the implementation team for transition.
- 6.1.4 The Contractor must provide a final transition plan acceptable to the Airports Authority within 15 days of notice of contract award.
- 6.1.5 Contractor must begin providing pharmacy benefit services to the Airports Authority employees/retirees January 1, 2020.

6.2 Transition at Contract Conclusion

The Contractor must prepare and submit a draft transition plan 120 days prior to the conclusion of the contract. The Contractor must assist the Airports Authority in planning and implementing a complete transition. The transition plan must address how the Contractor plans to promote efficient collaboration, coordination and communication, lower risk, and minimize disruption of Airports Authority business activities. The transition plan should include but is not limited to the following elements:

- 6.2.1 Knowledge transfer of Airports Authority furnished information, processes, and content.
- 6.2.2 Transfer of any contractor-hosted Airports Authority data.
- 6.2.3 The Contractor must forward records and information necessary for the continued administration of the prescription drug benefits to the successor Contractor.
- 6.2.4 The Contractor must continue to process and administer claims incurred during the contract period for a period not to exceed 365 days after contract completion.
- 6.2.5 The Contractor must provide a final accounting 150 days after the conclusion of the run-out claims processing period; and for the EGWP plan 30 days after the final reconciliation payment is made 12 to 13 months after the end of the plan year for reinsurance and low income cost share subsidies.
- 6.2.6 Contractor will provide all necessary documentation (i.e., plan set-up, claims files, prescription history, and other data) needed for the successful transition of the program to the appointed Contractor. This includes, but is not limited to, all open mail order, specialty at retail (for open specialty network) and specialty pharmacy refills, prior authorization histories, accumulators used in all plan options and at least twelve months of historical claims data.
- 6.2.7 Contractor will provide required Medicare Part D reconciliation support to the Airports Authority for up to two years after contract termination.
- 6.2.8 Provide the Airports Authority written confirmation of data destruction in accordance with state and federal regulations.

7. ADMINISTRATIVE SERVICE EXPECTATIONS AND PERFORMANCE GUARANTEES

The Contractor must guarantee that the following administrative functions will be performed in a consistent and timely manner.

- 7.1 Contractor must maintain active member eligibility as dictated by the Airports Authority.
- 7.2 Contractor must adjudicate claims in accordance with the Airports Authority plan design, including coordination of benefits.

- 7.3 Contractor claim procedures must comply with ERISA regulations and Department of Labor claims procedure regulations.
- 7.4 Contractor must serve as claims fiduciary.
- 7.5 Contractor must provide both toll free phone number and online customer service for both employees and the Human Resources department. Phone based service should be available at least Monday through Friday 8:00 AM to 8:00 PM local time.
- 7.6 All ID cards, if applicable, will be produced and mailed within ten (10) days of receipt of complete and accurate eligibility information, or confirmation by Centers for Medicare and Medicaid Service (CMS) of EGWP plan enrollment.
- 7.7 New enrollments, changes and cancellations must be processed the next business day following receipt. Situations may arise where enrollment changes must be made in near real-time. With respect to the EGWP, process means sent to CMS for enrollment action in accordance with federal law.
- 7.8 Contractor must provide weekly, monthly, quarterly, and annual management reports. Sample reports, may include, high-cost claimants, employee/dependent status, monthly enrollment counts, ineligible expenses, provider discounts, benefit category by claim amounts; and for EGWP-subsidy amounts.
- 7.9 Contractor must track and maintain several group numbers and various types of benefits for both active and retired employees for financial and claims reporting purposes.
- 7.10 The Contractor must provide status updates and participate in quarterly status meetings. The Contractor and Airports Authority will collaborate on the content and format of the status reports.
- 7.11 Contractor must send plan representatives to the Airports Authority campuses to conduct open enrollment health fairs, at initial contract implementation and for annual open enrollment.
- 7.12 Contractor must offer at least one market check per three year term that will allow the Airports Authority. Airports Authority pricing and financial guarantees can only change on an annual basis with the explicit written approval of the Airports Authority, each approved change must result in a positive financial impact to the Airports Authority.

8. DELIVERABLES

Contractor must provide a draft and final copy of each deliverable.

	Description	Schedule for Deliverables
01	Transition at Commencement (Section 6.1) – Initial implementation Meeting Scheduled (include timeline and plan)	Draft due 15 days after notice of contract award Final due once draft has been approved
02	Assistance to the plan and its designated agents in preparation of Summary Plan Description (SPDs), Open Enrollment booklets and Summaries of Benefits and Coverage (SBCs); and for EGWP, all required notices to members per federal law (Section 7)	Draft due September 1 prior to each new plan year Final due once draft has been approved
03	Weekly Management Reports (Section 7.8)	Weekly

04	Monthly Management Reports (Section 7.8)	7 days after end of each month.
03	Quarterly Management Reports (Section 7.8)	30 days after end of the quarter
04	Annual Management Reports (Section 7.8)	45 days after end of the plan year

ATTACHMENT 02

EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS

EVALUATION CRITERIA AND PROPOSAL SUBMISSION REQUIREMENTS

01 EVALUATION PROCESS

- A. Information submitted in proposals will be evaluated using only the criteria listed below. Each criterion consists of all elements listed in the paragraph under each criterion. Please note that the elements listed in each of these paragraphs are not considered subcriteria and will be evaluated collectively, not individually. In other words, when evaluating how well a technical proposal meets a particular criterion, the Authority will consider all of the elements of that criterion together as a single criterion, not as separate subcriteria. **The technical merit of the proposal is significantly more important than the price, and price must be fair, reasonable and affordable.** The Authority will base its evaluation only on information provided by the Offeror.
- B. The Authority reserves the right to establish a competitive range of offerors based upon its initial evaluation of the technical proposals (the technical evaluation) and at subsequent points during the evaluation process. The Authority also reserves the right to conduct oral interviews with only the offerors in the competitive range and to include the results of the interviews in its evaluation and to consider only these firms for contract award. The Authority further reserves the right to request Best and Final Offers (BAFO) if in the best interest of the Authority. If BAFOs are desired, the Contracting Officer will issue a solicitation amendment containing the BAFO request. This amendment will be issued to all offerors still within the competitive range and will state a deadline for receipt of the best and final offers. Offerors are not required to change their technical and price proposals in response to the BAFO request, but must acknowledge the BAFO amendment even if they do not change their proposals. Once the technical evaluation is complete, those price proposals of offerors on the final list of offerors within the competitive range will be combined with the technical score in making the final selection for contract award.

02 EVALUATION CRITERIA

Census information needed to complete the technical questionnaire require Offerors to complete a Non-Disclosure Agreement (Section X, Attachment 09). Once Offerors complete and submit a Non-Disclosure Agreement Offerors will be emailed the necessary documents.

Criterion 1 Network Access and Management

The Commercial Drug and EGWP questionnaires address the following:

- Access/Disruption
 - Network access for covered members
 - Accessible retail pharmacy panel that minimizes member disruption
- Market Checks

Criterion 2 Organizational Qualifications and Capabilities*

The Commercial Drug and EGWP questionnaires address the following:

- Past Performance
 - Satisfied prescription drug clients of similar size and complexity to MWAA
 - Corporate background and experience that demonstrates a commitment to providing services
- Plan Design
 - Ability to provide MWAA's current benefit design
 - Formulary Disruption
- IT and member data security

**As part of this criterion, please complete the Past-Performance Questionnaire at Section X, Attachment 07. Note: Client references may be contacted, and additional sources of information relating to the firm's past performance may be evaluated.*

Criterion 3 Member Services and Claims Administration

The Commercial Drug and EGWP questionnaires address the following:

- Centralized member support via a toll-free telephone line
- On-line, real-time claim adjudication
- State-of-the-art mail service facilities
- A willingness to customize procedures to meet MWAA's needs
- Ability to accept electronic transfer of employee eligibility information
- Comprehensive patient and provider education programs.
- Evidence of an organized approach to program implementation
- Additional Key Personnel
 - Customer Advocate for escalated claims and network pharmacy issues and available to attend MWAA functions to educate members about plan benefits
 - Executive Sponsor
- A management information system which supports MWAA's requirements for database maintenance and management reporting
- Flexibility to structure reports to meet MWAA's particular needs
- Ability for MWAA to design and generate reports through the web or other electronic media.
 - Fraud management reporting

Criterion 4 Care and Wellness

The Commercial Drug and EGWP questionnaires address the following:

- Accreditations and CMS Star rating
- MAC Pricing controls
- An expansive clinical program
- Ability to offer clinical intervention and substitution programs
- Managed formulary program

Criterion 5 Performance Guarantees/Standards

The Commercial Drug and EGWP questionnaires address the following:

Willingness to accept risk through performance agreements targeted, at a minimum, to:

- Claim cost management
- Operational activities
- Customer service
- Member satisfaction
- Satisfaction with account management team

03 CONTRACT TERMS AND CONDITIONS

The contract between the Authority and the selected offeror(s) will follow the format specified by the Authority and contain the terms and conditions set forth in this Solicitation. However, the Authority reserves the right to negotiate with a successful offeror the final provisions or provisions in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful technical proposal will be incorporated into and become part of the contract .

Should an offeror take exception to any of the Authority's terms and conditions, as contained in this Solicitation, the Offeror must propose specific alternative language with its proposal utilizing the form in Attachment 05. Offeror must provide a brief discussion of the reasoning and impact, if any, of each proposed change or addition followed by the specific proposed alternate text. The Authority may or

may not accept the alternative language. Material exceptions and general references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Authority and may result in disqualification of the Offeror.

04 OFFEROR'S TERMS AND CONDITIONS

Offeror must submit with its proposal a complete set of any additional terms and conditions that it expects to have included in an agreement negotiated with the Authority (including HIPPA forms, EGWP, and Coalition Agreements).

05 PROPOSAL SUBMISSION REQUIREMENTS

A. Submission Instructions

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

Envelope 1: Representation Package

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

- a. Solicitation Offer and Award Page (Section I)
- b. Representations and Certifications (Section IV)
- c. Conflict of Interest Statement, if applicable (Section VI.07.)
- d. LDBE Certification Exhibits as applicable:
 - Exhibit A, Voluntary Efforts to Obtain MBE/WBE Participation
- e. Completed Exceptions to the Solicitation (Section X, Attachment 05)
- f. Information Security Certification (Section VI.04) – SSAE or Information Security Questionnaire (Section X, Attachment 08)
- g. Offeror's Terms and Conditions (including HIPPA forms, EGWP, and Coalition Agreements)

The electronic copy of the Representation Package must be submitted in PDF format on the USB Flash Drive within Envelope 4 as part of the *Electronic USB Flash Drive Package*.

Envelope 2: Financial Proposal

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

- a. Financial Proposal, Section III
- b. Exhibit D, Contract Participation Form

The electronic copy of the Financial Package must be submitted in the original Microsoft Excel Format on the USB Flash Drive within Envelope 4 as part of the *Electronic USB Flash Drive Package*.

Envelope 3: Technical Proposal

Submit an **original** and **four** (4) copies in the **Technical Proposal** envelope.

- a. Do not include any reference to price.

- b. Submit on typewritten 8 ½ x 11" plain white paper.
- c. Assemble in a three ring binder or staple. No other binding methods are acceptable.
- d. Do not exceed fifty (50), double-spaced, single sided pages for any explanations, resumes, etc. required in response of the questionnaire. The Questionnaire is not included in the 50-page limit.

The electronic copy of the Technical Proposal must be submitted in the original Microsoft Excel Format on the USB Flash Drive within Envelope 4 as part of the *Electronic USB Flash Drive Package*.

Envelope 4: Electronic USB Flash Drive Package

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

- a. PDF of Representation Package
- b. Microsoft Excel Format of Financial Proposal (PDF may be included)
- c. Microsoft Excel Format of Technical Proposal (PDF may be included)

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

B. Format and Instructions for Technical Proposal (Questionnaire) Preparation

Each Offeror must submit complete and clear proposal submission requirements.

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

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

ATTACHMENT 03
INSURANCE AFFIDAVIT

INSURANCE AFFIDAVIT

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

Solicitation Number: **RFP-18-34927**

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 -
RESERVED**

ATTACHMENT 05
EXCEPTIONS TO THIS SOLICITATION

EXCEPTIONS TO THIS SOLICITATION

The contract between the Authority and the selected offeror(s) will follow the format specified by the Authority and contain the terms and conditions set forth in this Solicitation. However, the Authority reserves the right to negotiate with a successful offeror the final provisions or provisions in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful technical proposal will be incorporated into and become part of the agreement.

Should an offeror take exception to any of the Authority’s terms and conditions, as contained in this Solicitation, the Offeror must propose specific alternative language with its proposal utilizing the form this Attachment. Offeror must provide a brief discussion of the reasoning and impact, if any, of each proposed changed or addition followed by the specific proposed alternate text. The Authority may or may not accept the alternative language. Material exceptions and general references to the offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the Authority and may result in disqualification of the Offeror.

Contractor does not take any exceptions to this Solicitation

Contractor takes the following exception(s):

Section No.	Paragraph	Change (C) Addition (A)	Text	Reasoning

Signature

Date

*Additional sheets may be added if necessary.

ATTACHMENT 06
BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

(Including HITECH Requirements)

This Business Associate Agreement (this “Agreement”) is effective as of _____, 2019 and is among _____ (“Employer”), the group health plans of the Employer (each a “Covered Entity” and collectively, the “Covered Entities”) and _____ (“Business Associate,” and together with the Employer and the Covered Entities, the “Parties”).

Witnesseth:

Whereas, the Parties wish to ensure the privacy of certain information used and disclosed in the provision of services (“Services”) by Business Associate in order to facilitate compliance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”) and the implementing regulations (45 C.F.R. Parts 160 and 164) (collectively, “HIPAA”);

Whereas, Employer, as plan sponsor of the Covered Entities, has the authority to execute documents on behalf of each Covered Entity; and

Whereas, the Parties acknowledge and agree that Business Associate performs the Services on behalf of the Employer, but to the extent HIPAA applies, may perform certain of the Services on behalf of the Covered Entities;

Now, therefore, for and in consideration of the mutual agreements, terms, covenants and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

- (a) Capitalized terms used in this Agreement shall have the meanings set forth in HIPAA (except “use” and “disclosure” or derivations thereof, which shall also be as defined in HIPAA), which definitions are hereby incorporated by reference.
- (b) “PHI” shall mean Protected Health Information as defined in HIPAA, except that PHI shall be limited to information received, used or disclosed by Business Associate to provide Services on behalf of the Covered Entities as permitted hereunder.

2. “Services” shall mean various health management projects that Business Associate performs from time to time, and that involve the use of PHI.

3. Obligations and Activities of Business Associate.

- (a) **Permissible Uses and Disclosures.** Business Associate agrees to use or disclose PHI only as permitted or required by this Agreement, as Required by Law, to perform the Services or as directed by a Covered Entity or the Employer.

- (b) **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI by Business Associate other than as provided for by this Agreement.
- (c) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (d) **Impermissible Uses and Disclosures.** Business Associate agrees to report to the Employer, who will report to the Covered Entities, any use or disclosure of PHI by Business Associate not permitted or required by this Agreement or the Services, of which Business Associate becomes aware.
- (e) **Security Incidents.** As of the effective date of this Agreement, Business Associate shall:
 - (i) as required by the HITECH Act, implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that Business Associate creates, receives, maintains, or transmits;
 - (ii) report to the Covered Entities any successful Security Incident of which Business Associate becomes aware, and
 - (iii) report the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy electronic PHI or interfere with systems operations in an information system containing PHI, of which Business Associate becomes aware, provided that:
 - A. such reports will be provided only as frequently as the Parties mutually agree, but no more than once per calendar quarter, and
 - B. if the definition of “Security Incident” is amended to remove the requirement for reporting “unsuccessful” attempts to use, disclose, modify or destroy electronic PHI, this Section 2(e)(iii) shall no longer apply as of the effective date of such amendment.
- (f) **Breaches.** Business Associate agrees to provide to the Covered Entity a report in compliance with Section 13402 of the HITECH Act after any Breach (as defined in Sec. 13400(1) of the HITECH Act) of which it becomes aware as soon as reasonably practicable. Such report will include, among other relevant information, a description of the Breach, date of the Breach, date of discovery of the Breach, the amount and type of PHI that was disclosed, and the steps taken to prevent further harm.
- (g) **Agents.** Business Associate agrees to ensure any agent, including a subcontractor, to whom it provides PHI shall agree to restrictions and conditions at least as stringent as those that apply through this Agreement to Business Associate with respect to such information.

- (h) **Governmental Audits.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining any Covered Entity's compliance with HIPAA. Covered Entity shall, or shall cause Employer to, advise Business Associate in writing within ten (10) business days of any receipt from the Secretary of any such request. Employer shall reimburse Business Associate for its reasonable time and expenses incurred as a result of any such audit.
- (i) **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for the Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Unless otherwise prohibited, the appropriate Covered Entity shall provide, or cause to be provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall provide the information required for such an accounting. Upon mutual agreement between the Parties regarding the cost and the manner to provide for an accounting as required herein, Business Associate will make available to such Covered Entity, or to Employer at the Covered Entity's direction, in Business Associate's normal format, information relating to disclosures of PHI. Business Associate shall not be required to document any disclosures the Covered Entity would not be required to account for under HIPAA, including without limitation, (i) those described at 45 C.F.R. § 164.528, or (ii) that occurred prior to the effective date of this Agreement. For repetitive disclosures Business Associate makes to the same person or entity (including to a Covered Entity) for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures and (iii) the date of the last of these repetitive disclosures. The Parties agree that Business Associate's disclosures of PHI to perform the Services are made on behalf of the Covered Entities for their Treatment, Payment or Health Care Operations. Accordingly, Business Associate shall not be required to track and provide for an accounting of such disclosures.
- (j) **Access to PHI.** Business Associate shall make PHI available in accordance with 45 C.F.R. § 164.524. The appropriate Covered Entity shall provide, or cause to be provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall make such PHI available. Unless otherwise prohibited, and upon mutual agreement between the Parties regarding the cost and manner to make PHI available as required herein, Business Associate shall provide to the appropriate Covered Entity, or to Employer at such Covered Entity's direction, all of the PHI in Business Associate's possession at the time of the request contained in the Designated Record Set for that Covered Entity. Business Associate shall provide such information in the format routinely used for the exchange of such information in connection with Services.
- (k) **Amending PHI.** Business Associate shall make PHI available in accordance with 45 C.F.R. § 164.526. The appropriate Covered Entity shall provide, or cause to be

provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall make such PHI available. Unless otherwise prohibited, and upon mutual agreement between the Parties regarding the cost and manner to amend PHI, Business Associate shall provide to the Covered Entity, or to Employer at such Covered Entity's direction, all of the PHI in Business Associate's possession at the time of the request contained in the Designated Record Set for that Covered Entity. Business Associate shall provide such information in the format routinely used for the exchange of such information in connection with Services. The appropriate Covered Entity shall cause Employer to amend such information and return such amended information to Business Associate in the format Employer routinely transmits such information to Business Associate in connection with the Services. Such corrected information shall not constitute PHI until used or disclosed by Business Associate on behalf of a Covered Entity as provided for herein.

3. Permitted uses and disclosures by Business Associate.

- (a) Business Associate may use or disclose PHI as permitted or required by this Agreement, as Required by Law, to perform the Services, or as directed by the Covered Entity or Employer.
- (b) Business Associate may use PHI for the proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, or as Required by Law.
- (c) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out legal responsibilities provided that such disclosures are (i) Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Business Associate may use PHI to provide Data Aggregation services to the Covered Entities as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (e) Business Associate may use or disclose PHI to the extent and for purposes authorized by the Individual.
- (f) Business Associate may use PHI to de-identify the information pursuant to 45 C.F.R. § 164.514(b) and may use or disclose such de-identified information for any purpose provided that no data is identifiable by Employer.
- (g) Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations, Covenants and Warranties of the Covered Entities. Each Covered Entity hereby agrees, covenants and warrants to, or cause the Employer to:

- (a) Notify Business Associate of any limitation(s) in their respective notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Obtain all Authorizations necessary for any use or disclosure of any PHI as contemplated pursuant to the Services.

5. Agreement Regarding Use and Disclosure. The Parties agree, or represent and warrant as the case may be, as follows:

- (a) **Uses and Disclosures.** Neither the Covered Entities nor the Employer shall request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA.
- (b) **Substitution of Terms.** Any use or disclosure of PHI by Business Associate or Employer pursuant to the Services that is invalidated by the terms and provisions of this Agreement will be interpreted by substituting the appropriate Covered Entity for the Employer and thereby permit such use or disclosure to be valid under this Agreement.
- (c) **Changes.** Employer shall determine whether any changes to the Services are required by this Agreement, and any such changes, including without limitation changes required pursuant to Section 4, shall be mutually agreed upon between the Employer and Business Associate in writing. The Parties further agree that any change to the Services that permits a use or disclosure of PHI by Business Associate on behalf of any Covered Entity shall be pursuant to that Covered Entity's Treatment, Payment or Health Care Operations, unless this Agreement is amended in writing.
- (d) **Individuals.** Business Associate may direct any Individual to the appropriate Covered Entity, or to Employer at such Covered Entity's direction, to permit fulfillment of such Covered Entity's obligations under 45 C.F.R. § 164.522, 45 C.F.R. § 164.524, 45 C.F.R. § 164.526 and 45 C.F.R. § 164.528.
- (e) **Purpose.** The purpose of this Agreement is to address obligations imposed by HIPAA. The Services are provided to Employer by Business Associate. However, the Parties hereby acknowledge that some Services may be performed on behalf of the Covered Entities.
- (f) **Minimum Necessary.** The Parties agree to limit the use, disclosure or request for PHI to the amount and content of PHI necessary to meet the requirements of Business Associate's obligations to the Covered Entity. Business Associate shall determine

what constitutes Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

6. Term and Termination.

- (a) **Term.** This Agreement shall be effective upon execution by the Parties and shall terminate upon termination of the Services, or upon ninety (90) days notice by either party. This Agreement shall terminate as to any given Covered Entity upon termination of that Covered Entity by Employer.
- (b) **Termination for Cause.** Upon the Covered Entities' or Business Associate's knowledge of a material breach by the other party, the Covered Entities or Business Associate may either:
 - (i) Notify the breaching party of the breach and provide the breaching party sixty (60) days from the date of notice to cure the breach, and terminate this Agreement and the related portion of the Services if the breaching party does not cure the breach within that sixty (60) day period, unless otherwise extended by the non-breaching party;
 - (ii) Immediately terminate this Agreement and the related portion of the Services if the breaching party has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the non-breaching party shall report the breach to the Secretary.
- (c) **Effect of Termination.** The Parties agree that the return or destruction of the PHI upon the termination of this Agreement is infeasible, and Business Associate shall continue to apply the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous.

- (a) **Regulatory References.** A reference in this Agreement to a section of the Code of Federal Regulations means the section, as amended from time to time.
- (b) **Amendment.** The Parties agree to take such reasonable actions as are necessary to amend this Agreement from time to time as is necessary for the Covered Entities and Business Associate to comply with the requirements of HIPAA.
- (c) **Survival.** The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
- (d) **Confidentiality.** The terms of this Agreement shall remain confidential except as described hereunder, except that Business Associate may disclose the terms of this Agreement to entities that Business Associate reasonably believes are (i) part of an

Organized Health Care Arrangement of which any of the Covered Entities are a part, or (ii) other business associates of such Covered Entity.

- (e) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entities and Business Associate to comply with HIPAA.
- (f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals effective on the date set forth above.

[Business Associate]:

Signature: _____

Title: _____

[Employer], on behalf of each Covered Entity:

Signature: _____

Title: _____

[Employer], as Employer:

Signature: _____

Title: _____

ATTACHMENT 07
PAST PERFORMANCE QUESTIONNAIRE



METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

PAST PERFORMANCE QUESTIONNAIRE

Please complete this questionnaire and include it with your Technical Proposal. Please provide an overview of services provided to at least three similar clients within the past five (5) years. Note: Client references may be contacted, and additional sources of information relating to the firm's past performance may be evaluated.

CLIENT #1

Company, Agency or Jurisdiction Name: _____

Point of Contact: _____

Email Address: _____

Phone Number: _____

Period of Performance: _____

Total Contract Amount: _____

Overview of Services Provided: _____

CLIENT #2

Company, Agency or Jurisdiction Name: _____

Point of Contact: _____

Email Address: _____

Phone Number: _____

Period of Performance: _____

Total Contract Amount: _____

Overview of Services Provided: _____

CLIENT #3

Company, Agency or Jurisdiction Name: _____

Point of Contact: _____

Email Address: _____

Phone Number: _____

Period of Performance: _____

Total Contract Amount: _____

Overview of Services Provided: _____

ATTACHMENT 08
INFORMATION SECURITY QUESTIONNAIRE

ATTACHMENT 09

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT, effective the ___ day of _____20__ (“Effective Date”), is made and entered into by and between the Metropolitan Washington Airports Authority (“Authority”), with offices at 1 Aviation Circle, Washington, DC, 20001-6000, and _____ (“Recipient”), with offices at _____.

WHEREAS, in connection with the work that Recipient performs under a contract with the Authority (“Contract”), which includes work that is or may be related to the Authority’s Prescription Drug Benefit Solicitation (“Concept”), it may be necessary for the Authority to convey to Recipient certain information which the Authority considers to be proprietary and confidential; and

WHEREAS, both parties understand the desire that such information be maintained in the strictest of confidence.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Authority and Recipient hereby agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall expire five (5) years after disclosure of Confidential Information.
2. Confidential Information. The Authority may from time to time furnish to Recipient information, in written, oral, visual, or electronic form, pertaining in some manner to the Concept which the Authority deems to be proprietary and/or confidential (“Confidential Information”). For purposes of this Agreement, (i) information pertaining or related in any a manner to the Concept that is provided Recipient by the Authority in written or other physical form will be deemed Confidential Information if such information is identified as “confidential” or “proprietary” by the Authority, and (ii) information pertaining or related in any a manner to the Concept that is provided Recipient by the Authority orally, visually or electronically shall be deemed to be Confidential Information if the Authority identifies it as such at the time it is provided to Recipient. Notwithstanding the prior sentence, any information provided to Recipient which pertains or relates in any manner to the Concept will be deemed “Confidential Information” if, given the nature of the Concept and its potential utility to the Authority, a reasonable person would consider such information confidential.
3. Non-Disclosure by Recipient. Recipient shall treat all Confidential Information provided by the Authority as proprietary and confidential and shall not disclose such information to any person except Recipient’s employees who are assigned to and are working under the Contract and other employees who have a need to know such information in order for Recipient to properly perform under the Contract (collectively, “Representatives”). Recipient shall be responsible for the actions of its Representatives and for purposes of this Agreement, a Representative’s actions shall be deemed actions of the Recipient. Recipient shall safeguard all Confidential Information with at least the same degree of care to avoid disclosure as Recipient uses to protect its own proprietary and confidential information, but no less than reasonable care. Recipient and its Representatives shall not use any Confidential Information other than in connection with the Contract, and shall not use such information for their own benefit or for the benefit of any third party.
4. Ownership. All Confidential Information, any copies or summaries thereof, and any materials or concepts developed with Confidential Information shall be and remain the property of the Authority and, if in the possession of Recipient or any Representative shall, upon the Authority’s written request, be promptly returned to the Authority or destroyed in accordance with the Authority’s written instructions; if destroyed, such destruction shall be certified by a senior officer of Recipient. Nothing contained in this Agreement shall be construed as granting or conferring any license, patent, copyright, trademark, or other proprietary rights to Recipient or any third party.

5. Exclusions. Notwithstanding anything herein to the contrary, the parties agree that information will not be deemed Confidential Information, and Recipient will have no obligation with respect to such information, where the information (i) was in the public domain prior to the Effective Date or subsequently came into the public domain other than as a result of disclosure by Recipient, (ii) is independently developed by Recipient outside of the Contract and without use of or reliance on any Confidential Information, (iii) is approved for disclosure by written authorization of the Authority, or (iv) is disclosed to Recipient from a source other than the Authority and such source is not violating any applicable confidentiality obligations.
6. Permitted Disclosure by Recipient.
 - a. Except for a disclosure to a Representative and a disclosure under subsection (b) of this Section 6, any disclosure by Recipient of any Confidential Information provided to it by the Authority may be made only with the prior written consent of the Authority. In any request for consent, Recipient shall provide the Authority with (i) a description of the Confidential Information it wishes to disclose, (ii) the name, occupation, and title of the party to whom Recipient wishes to disclose such Confidential Information, (iii) the purpose of the disclosure, and (iv) in a format reasonably acceptable to the Authority, a copy of an executed original version of a confidentiality statement signed by such person acknowledging he or she (a) is aware of the confidentiality requirements and restrictions of this Agreement, (b) is authorized to act on behalf of the party being bound by the confidentiality statement, (c) agrees, on behalf of himself or herself and that party entity, to be bound by the confidentiality requirements and restrictions of this Agreement, and (d) understands that such requirements and restrictions inure to the benefit of the Authority and may be enforced by the Authority.
 - b. If Recipient or any of its Representatives, employees, officers, directors, or agents is served with a subpoena or other process, or is subject to any law or regulation, requiring the disclosure of Confidential Information provided it by the Authority, then the person or entity receiving such subpoena or other process, before complying with the subpoena or other process, shall immediately notify the General Counsel of the Authority of the same and permit the Authority a reasonable period of time to intervene and contest such disclosure or production. If the Authority does not so contest or is unsuccessful in an effort to contest, Recipient may disclose the requested Confidential Information. In that case, the disclosure shall be limited to only what is required by lawful requirement or operation of law, and Recipient shall otherwise remain bound by its obligations hereunder.
7. Right to Seek Injunction. Recipient acknowledges that any failure by Recipient or any Representative to maintain the confidentiality of any and all Confidential Information as required by this Agreement will cause irreparable harm to the Authority for which no adequate remedy at law exists. The parties therefore agree that, in addition to any other remedies and rights available to the Authority in the event of any such failure, the Authority may seek a court order or injunction without further notice and without posting bond to protect its Confidential Information and to halt any unauthorized disclosure thereof by Recipient or a Representative.
8. Notices. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and sent to the address first listed above via any commercially acceptable means including personal delivery, U.S. mail (registered or certified), or overnight courier. Notices shall be deemed delivered upon receipt or upon attempted delivery where such delivery is refused or mail unclaimed.
9. No Waiver. No waiver by either party of any default or breach by the other party of any provision of this Agreement will operate as or be deemed a waiver of any other or subsequent default or breach.
10. Assignment. Neither party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party.

11. Entire Agreement; Modifications. This Agreement constitutes the entire agreement and understanding of the parties on the subject matter hereof and supersedes all prior or contemporaneous communications, agreements, and understandings, whether written or oral, relating hereto. This Agreement may be modified only by a written agreement dated subsequent hereto and signed by each party's duly authorized representative.
12. Governing Law. This Agreement and any dispute arising under or in connection with this Agreement, including any action in tort, will be governed and construed by the laws of the Commonwealth of Virginia, without regard to any conflict of laws principles which may direct the application of laws of another jurisdiction.
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party represents and warrants that it has authority to enter into this Agreement and to have executed this Agreement as of the Effective Date.

METROPOLITAN WASHINGTON
AIRPORTS AUTHORITY

____[Recipient Name]____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____