

Metropolitan Washington Airports Authority
PROCUREMENT AND CONTRACTS DEPT.
REQUEST FOR QUOTATIONS

Metropolitan Washington Airports Authority Procurement and Contracts Dept., MA-29 2733 Crystal Drive Arlington, VA 22202		1. FOR INFORMATION CONTACT NAME: Joe Neligan TELEPHONE NUMBER: <i>(No Collect Calls)</i> 703-417-8101											
2. REQUEST FOR QUOTATIONS NUMBER RFQ-19-16076		3. DATE ISSUED October 15, 2019											
4. DESCRIPTION OF GOODS OR SERVICES Metropolitan Washington Airports Authority Request for Quotations (RFQ) for delivery of Jet-A fuel for annual FAA Training at the BWI Training Facility , in accordance with the Statement of Work (SOW) included at Attachment 01. All questions concerning this solicitation must be submitted by 3:00 PM October 21, 2019 via the Airports Authority's website at: http://www.mwaa.com/business/current-contracting-opportunities													
5. LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT This Request for Quotations has a 0% LDBE participation requirement.													
6. DEADLINE FOR QUOTATION SUBMISSION Sealed quotations in original and 0 copies are due at the place specified at the top of this form by 3:00 P.M. local time, October 24, 2019 . Sealed envelopes containing quotations shall be marked to show the quoter's name and address, the RFQ number, and the date and time quotations are due. The Authority reserves the right to make an award based on this solicitation. NOTE: Quoters are responsible for verifying number and dates of amendments prior to submitting a quotation. Failure to acknowledge an amendment may result in quotation being determined non-responsive.													
7. NAME AND ADDRESS OF QUOTER <i>(Include Zip Code)</i>		9. REMITTANCE ADDRESS <i>(If different than Item 7)</i>											
		10A. E-MAIL ADDRESS											
8A. TELEPHONE NUMBER		8B. FAX NUMBER	10B. COMPANY INTERNET WEBSITE										
11. ACKNOWLEDGMENT OF AMENDMENTS <i>(This quoter acknowledges receipt of amendments to this Request for Quotations - give number and date of each)</i>		12A. NAME & TITLE OF PERSON AUTHORIZED TO SIGN											
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01 STATEMENT OF WORK

Metropolitan Washington Airports Authority
PRICE SCHEDULE

NAME OF OFFEROR OR CONTRACTOR		SOLICITATION OR CONTRACT NUMBER			PAGE
		RFQ-19-16076			III-1 of 1

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
SCOPE OF WORK: The Contractor shall provide and deliver Jet-A fuel in accordance with the Statement of Work included in Attachment 01.					
01	Kerosene Jet-A Fuel	15,000	Gallon	\$_____	\$_____
	Delivery is required NLT November 4th				
	GRAND TOTAL				\$_____

NOTE: Line item unit prices proposed above are for an indefinite quantity and will be fixed for the duration of this Purchase Order.

BASIS OF AWARD: Award will be made to the lowest, responsible Offeror whose quotation is in conformance with the solicitation. The quoted delivery may also be a factor in determining award.

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 quoter. To own the quoter's company means that the parent company must own at least 51% of the voting rights in that company. A company may control an quoter 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 quoter through the use of dominant minority voting rights, use of proxy voting, or otherwise.

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

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

_____.

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

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

_____.

02 TYPE OF BUSINESS ORGANIZATION

The quoter, 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 quoter 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 quoter represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this request for quotations:

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 offer 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 quoter 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.

SECTION V - SOLICITATION PROVISIONS**01 AWARD OF PURCHASE ORDER**

- A. The Authority anticipates award of a Purchase Order resulting from this Request for Quotations (RFQ) to the responsible quoter, whose quotation conforming to the RFQ, will be most advantageous to the Authority, cost or price and other factors, specified elsewhere in this RFQ, considered.
- B. The Authority may (1) request "best and final quotes," (2) reject any or all quotations if such action is in its best interest, (3) cancel or accept any single line item quote, (4) adjust line item quantity(s), (5) accept other than the lowest quotation, and (6) waive informalities and minor irregularities in quotation received.
- C. The Authority may award a Purchase Order on the basis of initial quotations received, without discussions. Therefore, each initial quotation should contain the quoter's best terms from a cost or price and technical standpoint.
- D. In evaluation and consideration of the RFQ, the Authority, when deemed in its best interest, reserves the right to make multiple and/or split awards, adjust the quantity required per line item or cancel any line item or quantity thereto.
- E. Delivery (or otherwise performance) by the successful quoter shall result in a binding Purchase Order without further action by either party. Before any specified expiration date, the Authority may make award on a quotation whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of a quotation do not constitute a rejection or counter offer by the Authority.
- F. This RFQ and related responses of the successful quoter will by reference become part of any formal agreement between the successful quoter and the Authority.
- G. Quoters, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications stated in this RFQ at the time a quotation is submitted to the Authority.

02 TAXES

The Authority is exempt from Virginia state and local sales and use taxes and from many Federal taxes. In addition, as a political subdivision of the Commonwealth of Virginia, the Authority may also be exempt from other state and local sales and use taxes.

The Authority shall furnish additional evidence to establish Exemption from any Federal, state, or local tax on the quoter's request of such evidence and a reasonable basis exists to sustain such exemption.

The quoter remains solely responsible for payment of all other applicable Federal, state, and local taxes, whether now in force or hereafter enacted prior to Final Acceptance.

03 PROMPT PAYMENT DISCOUNTS

Prompt payment discounts may be quoted, however, the Authority will evaluate the price of the quotation without the quoter's prompt payment discount.

04 ACKNOWLEDGMENT OF AMENDMENTS

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 Request for Quotations form; or (c) by letter or facsimile. The Authority must receive the acknowledgment by the time specified for receipt of quotations.

05 SUBMISSION OF QUOTATIONS

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

Metropolitan Washington Airports Authority
Procurement and Contracts Department, MA-950
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.

06 LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF QUOTATIONS

A. Any quotation received at the office designated in the RFQ 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 quotations (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 quotations.
3. Was sent by mail or by overnight express delivery service (or was electronically transmitted via fax or e-mail 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 quotation.

B. Any modification or withdrawal of a quotation 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 quotation, 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 quotation, 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, quoters 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's offices is the time/date stamp of that office on the quote 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 quotation, 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 quotation that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.
- G. Quotations may be withdrawn in person by a quoter or its authorized representative if, before the exact time set for receipt of quotations, the identity of the person requesting withdrawal is established and that person signs a receipt for the quotation.

07 MINIMUM QUOTATION ACCEPTANCE PERIOD

- A. "Acceptance period," as used in this provision, means the number of calendar days available to the Authority for awarding a purchase order from the date specified in this solicitation for receipt of quotations.
- B. The Authority requires a minimum acceptance period of 60 calendar days from the receipt of quotations.

08 DELIVERY

Delivery is desired on or before 7 days ARO. All items shall be delivered to the following address:

Baltimore Washington International Thurgood Marshall Airport
1200 Mathison Way
Baltimore, MD 21240

09 RESERVED

10 RESERVED

11 RESERVED

12 RESERVED

13 DOCUMENTS REQUIRED IN RESPONSE TO THIS REQUEST FOR QUOTATIONS

Quoters shall include in their quotation submission all documents required by this solicitation including, but not limited to, the following:

- A. Request for Quotations form
- B. Price Schedule (Section III)
- C. Representations and Certifications (Section IV)
- D. LDBE Certification Exhibits as applicable:
 - Exhibit A, Voluntary Efforts to Obtain MBE/WBE Participation
 - Exhibit D, Contract Participation Form
- E. Other applicable documents addressing areas not listed above, but are required by the request for quotations and/or Specifications.

14 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.

15 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 - RESERVED

SECTION VII - PURCHASE ORDER GENERAL TERMS AND CONDITIONS

NOTICE: The following General Terms and Conditions apply to any Purchase Order(s) resulting from this Request for Quotations.

01 DEFINITIONS

“Buyers” means the Metropolitan Washington Airport Authority and includes its designated representatives, successors and assignees. “Seller” means the person, firm, corporation or other business entity indicated on the face of this Order.

02 CONTRACT

This Purchase Order and all its Terms and Conditions will become a binding Contact between Seller and Buyer if Seller within 30 days, either signs and returns an acceptance copy of this Purchase Order or delivers to the Buyer the goods or services requested by the Purchase Order.

03 ACCEPTANCE

Seller’s acceptance of this Order is limited to the Terms and Conditions herein and on the face of this Order. The Buyer’s acceptance of contract terms conflicting with or addition to these terms herein is expressly conditioned upon the Buyer’s written assent.

04 INCONSISTENT TERMS

If there is any inconsistency between the Seller’s terms and conditions and (i) the face of this Order, (ii) any supplemental documents, or (iii) Buyer’s general conditions for purchases of goods or services, (i) takes precedence over (ii), and (i) and (ii) take precedence over (iii).

05 CHANGES

Buyer may make changes within the general scope of this Order, but no additional cost not authorized in writing by Buyer will be allowed. Seller shall notify Buyer within five days after receipt of a notice of change if the change will affect the delivery schedule or price.

06 EXTRAS

No additional charges or extras not set out in this Purchase Order will be allowed or paid. This includes, without limitation, freight, packing, marking, handling, expediting, insurance and storage.

07 PRICE

All prices are for goods delivered F.O.B. Buyer’s delivery point unless otherwise designated on the face of this Order, freight prepaid and represent the entire cost to Buyer, unless specifically stated otherwise. This means that they include, without limitation all charges for engineering, labor, overhead, and similar items.

08 PAYMENT

Invoices shall contain the following information: Purchase Order number, item number, description of goods or services, quantities, unit prices, and extended totals. If invoices are returned to Seller because of errors or omissions, discount terms will then date from the date of receipt by Buyer of corrected invoices. Payment under this Order shall not constitute acceptance of defective items. Payment of any sum to Seller or Buyer

with knowledge of any breach shall not be deemed to be a waiver of such breach or any other breach. The obligation of Seller in this Purchase Order shall survive acceptance of goods and payment therefor by Buyer.

09 TIME OF THE ESSENCE; DELAY

Time is of the essence. All goods shall be furnished and services rendered by the time or times specified in this Order, *provided* that Seller shall not be in breach if any delay is authorized in writing by Buyer or due to an act of omission of Buyer, fire, unusual transportation delay, strikes or other labor troubles beyond Seller's control, or other causes beyond Seller's control. Seller shall give Buyer immediate notice to be confirmed in writing within five days of any such delay.

10 WARRANTY AND GUARANTEE

- A. Seller expressly represents and warrants that all goods and services purchased pursuant to this Order shall conform to Buyer's specifications as set forth in this Order and to the drawings, samples, or other descriptions furnished or adopted by Buyer. Seller represents and guarantees all material and equipment furnished by Seller will be of first quality and made of new materials and components unless otherwise specified, and that Seller's work will be performed in a skillful and workmanlike manner. Seller further warrants that all goods delivered shall be free of liens, encumbrances or other title defects.
- B. Except as explicitly changed on the face of the Order, Seller guarantees all materials and workmanship for a period of one (1) year from date on first operations or first use, but not to exceed eighteen (18) months from date of receipt; normal wear and tear and corrosion excepted. Seller will extend to Buyer, or its designee, all applicable warranties extended to Seller by its suppliers.
- C. Based on written notification from Buyer, Seller agrees to repair, replace or reperform all defective or nonconforming items or work and such repair, replacement, or reperformance will be made free of charge. Replacement goods shall be sent F.O.B. Buyer's delivery point as designated on the face of this Order. Obligations and liabilities of Seller hereunder shall inure to the benefit of Buyer.
- D. Seller is responsible for conformance to specifications, performance, and guarantees of auxiliary apparatus, equipment, and components furnished by Seller through subvendors as part of this Order.

11 INDEPENDENT CONTRACTOR RELATIONSHIP

Seller shall act as and be deemed to be an independent contractor for purposes of this Order and shall not act as or be deemed to be an agent or employee of the Buyer. This Order is not intended to be one of hiring under the provisions of any workers' compensation or other law and shall not be so construed.

12 PERMITS

Seller will procure, at its own expense, all permits and licenses necessary for performance of this Order.

13 TRADEMARKS, COPYRIGHTS, PATENTS

Seller shall respect all trademark, copyright and patent rights of Buyer and shall not make, use or sell material reflecting such rights for any purpose other than fulfillment of this Order without the express permission of Buyer. Seller shall not sell or distribute or cause to be sold or distributed to anyone other than Buyer, either directly or indirectly, any goods ordered hereby which display or incorporate any of Buyer's trademarks, copyrighted material or patents.

14 INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Inspection and acceptance or rejection will occur within thirty days after delivery at destination. Until delivery and acceptance, or after rejection, risk of loss will be the responsibility of the Seller unless loss results from negligence of Buyer. Payment before inspection of goods or services shall not constitute acceptance. Buyer may, but need not, inspect the goods or services covered by this Order at all reasonable times and places during their manufacture and before and after delivery. Notwithstanding the requirements for any Buyer inspection and test contained in specifications applicable to this Order, the Seller shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Order conform to the drawings, specifications, and Order requirements listed herein, including, if applicable, the technical requirements for manufacturers' part numbers specified herein. Anything not in accordance with specifications may, at Buyer's option, either be returned or held for Seller's instructions. Inspection, reshipment and return costs incurred with respect to nonconforming or defective goods will be borne by Seller. Unless Buyer directs, Seller shall not replace returned goods.

15 SHIPMENT

Seller will deliver the material and equipment described herein in a condition acceptable to the Buyer, properly packaged for protection of shipment at the F.O.B. point (according to normal business practices) as designated on the face of this Order. Shipment to be at no additional cost to Buyer, unless otherwise specified herein. All Orders shall be shipped complete, as ordered. If only a portion of the Order is available for shipment to meet the required shipment date, Seller shall advise Buyer of the partial availability and ship the available equipment unless directed by the Buyer to reschedule the entire shipment.

16 PACKING

Seller shall package all shipments hereunder in accordance with the requirements specified in the Order or, if such are not specified, in accordance with standard commercial practices. Each shipment must contain a packing list indicating Purchase Order number, item numbers and other identifying information corresponding to that set out on the face of this Order.

17 MARKING

Prior to shipment, each package shall be clearly marked with Buyer's Purchase Order number, shipping symbols, serial numbers, weights, measurements, and other identification as may be directed by Buyer or reasonably necessary to facilitate prompt delivery.

18 VARIATION IN QUANTITY

No variation in the quantity of any item called for by this Order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing process, and then only if the variation does not exceed five percent. Payment shall be adjusted accordingly.

19 TITLE

- A. Title to all material purchased or otherwise acquired hereunder by the Seller to effect performance under this Order will vest in the Buyer upon acceptance of such materials by Buyer.
- B. All drawings, data, designs, specifications or other work developed under this Order and other information furnished to or generated by the Seller, will remain or become the property of Buyer and will be delivered to Buyer during performance of the work if requested by Buyer or upon completion or

termination of this Order. Seller shall use its best efforts to prevent disclosure of such data to third parties without the knowledge and consent of Buyer.

20 COMPLIANCE WITH LAWS, REGULATIONS, AND CODES

Seller warrants that all goods furnished hereunder will comply with, and be manufactured, priced, sold and labeled in compliance with applicable federal, state and local laws, codes, rules, regulations, orders and ordinances, including without limitation, environmental protection, energy and labor laws and regulations and applicable industry codes and standards.

21 TERMINATION FOR DEFAULT

The Buyer, by written notice, may terminate this Order in whole or in part, for failure of the Seller to perform any of the provisions hereof. Termination shall be effective upon Seller's receipt of notice from Buyer. In such event, the Seller shall be liable for damages suffered by the Buyer due to the Seller's fault or negligence. Buyer shall have no further liability hereunder, except for conforming deliveries previously made.

22 TERMINATION FOR CONVENIENCE

The Buyer, by written notice, may terminate this Order, in whole or in part, when it is in the best interest of the Buyer. The Seller shall be compensated in accordance with the payment provisions of this Order for (i) services rendered or goods delivered prior to the effective date of termination; (ii) all actual costs incurred by Seller in connection with goods not completed or delivered to Buyer (except that there shall be no allowance for such goods that are Seller's standard stock); and (iii) a reasonable termination fee intended to compensate Seller for unrecoverable costs incurred, *provided* that the total of such amounts shall not exceed the total price stated in this Order.

23 BANKRUPTCY

Subject to applicable bankruptcy laws, in the event of any proceeding by or against Seller in bankruptcy, reorganization or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors, Buyer may terminate this Order without further liability except for conforming deliveries previously made.

24 REMEDIES

The remedies of Buyer set forth herein are cumulative and in addition to any other remedies provided at law or in equity.

25 ASSIGNMENT

This Order may not be assigned or subcontracted, in whole or in part, nor may any assignment of any money due or to become due hereunder be made by Seller without, in each case, the prior written consent of Buyer.

26 WAIVER OF BREACH AND SEVERABILITY

Any waiver by Buyer of a breach of any term or condition of this Order shall not constitute a waiver of any subsequent breach of the same, or any other term or condition hereof. No waiver shall be binding upon Buyer unless in writing and signed by the Buyer and any such waiver shall be limited to the particular instance referred to. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of any other term or condition herein or the valid portion of that term or condition.

27 DISPUTES AND GOVERNING LAW

This Order shall be interpreted and enforced in accordance with laws of the Commonwealth of Virginia. Disputes which cannot be resolved by mutual agreement shall be resolved by a court of competent jurisdiction in the Commonwealth.

28 INDEMNITY

To the extent permitted by law, Seller shall indemnify Buyer and Buyer's agents, employees and contractors against all claims, liabilities, damages and expenses, including attorney's fees and disbursements, (i) for bodily injury, death or property damage arising out of any act of omission of Seller or its agents, employees or contractors relating to Seller's obligations hereunder; (ii) for trademark, copyright, or patent infringement relating to the goods or services furnished hereunder; or (iii) otherwise occurring as a result of Seller's obligations hereunder.

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

2. Business Automobile Liability

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

3. Workers Compensation and Employers Liability

- a. Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed to cover each employee who is or may be engaged in work under this Contract.
- b. Coverage is compulsory in the Commonwealth of Virginia for employers of three or more employees, to include the employer and subcontractors. If the Contractor is required by Virginia law to carry Workers Compensation coverage, the coverage shall be at Virginia Statutory Limits with Virginia coverage added to item 3A of the policy; a Virginia listing under item 3C of the policy is not sufficient.
- c. If a sole proprietor with no employees, the Contractor is not required by Virginia law to carry Workers Compensation coverage and the Contractor shall indicate by initialing on the line below that the Contractor is not required by Virginia law to carry Workers

Compensation coverage and agrees to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

_____ Contractor acknowledges that it is a sole proprietor with no employees and is not required by Virginia law to carry Workers Compensation coverage and agrees to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

- d. Employers Liability shall be a limit of not be less than One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- e. Waiver of Subrogation: Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Airports Authority.

4. **Environmental Liability**

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

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

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

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

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

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

upon written demand. The Contractor shall provide a reasonable opportunity for the Airports Authority to inspect such insurance documents, at the Contractor's corporate office located closest to the Airports Authority's main administrative office, within ten (10) business days of the Airports Authority's written request for such inspection.

- L. The failure of the Airports Authority at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Airports Authority harmless with respect to any items of injury or damage covered by this Contract.
- M. Should any required insurance lapse during the contract term, requests for payments originating after such lapse may not be processed at the Airports Authority's discretion until the Airports Authority's Contracting Officer receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. The Contractor's failure to maintain the insurance required by this Contract shall also be the basis for immediate termination of this Contract at the Airports Authority's option.
- N. The Contractor is responsible to ensure that all 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: RFQ-19-16076
1 Aviation Circle
Washington DC 20001-6000

30 FEDERAL, STATE, AND LOCAL TAXES

Since this purchase is being made by the Metropolitan Washington Airports Authority, the purchase is exempt from sales and use taxation, both state and municipal. The Seller therefore certifies that there are no such taxes included in the prices shown herein.

31 ENTIRE AGREEMENT

This Order, together with all documents incorporated herein by reference, constitutes the entire agreement between Buyer and Seller, and there are no terms, conditions, or provisions either oral or written, between the parties hereto, other than those herein contained. This Order supersedes any and all oral or written understandings between the parties hereto relating to the items purchased hereunder.

32 BILLING INSTRUCTIONS

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

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

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

Invoices shall be properly identified with the Seller's name, address and applicable 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 Seller.

The Buyer shall make payments within 30 calendar days after receipt of an acceptable invoice in the office designated to receive the invoice.

33 ELECTRONIC TRANSFER OF FUNDS

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. Seller 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).

34 CONTRACTOR SUBMISSION OF W-9 REQUIRED PRIOR TO CONTRACT AWARD

As a prerequisite for award, the Seller shall complete all parts of the Internal Revenue Service ("IRS") Form W-9 (Request for Taxpayer Identification Number and Certification). Purchase Order 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 Seller. 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 Seller 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.

35 F.O.B. DESTINATION

A. The term "f.o.b. destination," as used in the provision, means--

1. Free of expense to the Buyer on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
2. Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Seller. The Buyer shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Buyer acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee. If the Seller uses rail carrier or freight forwarder for less than carload shipments, the Seller shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.

B. The Seller shall--

1. a. Pack and mark the shipment to comply with Order specifications; or
b. In the absence of specifications, prepare the shipment in conformance with carrier requirements;
2. Prepare and distribute commercial bills of lading;
3. Deliver the shipment in good order and condition to the point of delivery specified in the Order;
4. Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the Order;
5. Furnish a delivery schedule and designate the mode of delivering carrier; and
6. Pay and bear all charges to the specified point of delivery.

36 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-950
2733 Crystal Drive
Arlington, VA 22202
Attn.: Joe Neligan

37 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.

38 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.

39 TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

01 EQUAL OPPORTUNITY

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

02 MBE/WBE PARTICIPATION

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

03 TECHNICAL ASSISTANCE

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

04 MONITORING OF MBE/WBE PARTICIPATION

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

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

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

05 EMPLOYMENT OF VETERANS

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

Voluntary Efforts to Obtain MBE/WBE Participation

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

Project Name: _____
 Solicitation Number: _____
 Contractor: _____

Did your company:

YES NO

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

SECTION IX - LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

01 LDBE PARTICIPATION

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

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

02 MONITORING OF LDBE PARTICIPATION

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

Failure to submit Contract Participation Form (Exhibit D) by the deadline specified by the Contracting Officer may result in rejection of the offer.
 2. By accepting this contract, the Contractor agrees to the following requirements:
 - a. The Contractor shall submit a revised Contract Participation Form (Exhibit D) which reflects changes in the subcontractor participation to the contract within five (5) days of changes in participation for LDBE certified subcontractors, and on a quarterly basis for changes in participation for non-LDBE subcontractors. A revised Exhibit D, if required, shall be provided to the Contracting Officer concurrent with submission of the proposal for the changed work.
 - b. The Contractor shall submit a completed Invoice Attachment Form (Exhibit J1) with each invoice. The Contractor is responsible for the accuracy of all information reported.

EXHIBIT D

CONTRACT PARTICIPATION FORM

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

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

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY INVOICE ATTACHMENT FORM – ZERO LD BE

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

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

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

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

Signed: _____ Title _____ Date _____

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

SECTION X - ATTACHMENTS

ATTACHMENT 01**STATEMENT OF WORK****DELIVERY OF JET-A FUEL****I. PURPOSE**

The purpose of this Request for Quote (RFQ) is to supply the Metropolitan Washington Airports Authority (Airports Authority) Fire & Rescue Department (FRD) with non-aviation grade Jet-A fuel for the Aircraft Firefighting Rescue training facility at Baltimore Washington International (BWI) Airport.

II. BACKGROUND

Metropolitan Washington Airports Authority (Airports Authority) is an independent unit of local government created by interstate compact between the Commonwealth of Virginia and the District of Columbia, with the consent of the United States Congress. The Authority's primary function is to develop, manage, and operate the Ronald Reagan Washington National and Washington Dulles International Airports.

III. SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, supplies, and materials necessary as needed to deliver 15,000 gallons of non-aviation Jet-A fuel to be used for the Aircraft Firefighting Rescue training simulator located at BWI Airport.

IV. PRODUCT SPECIFICATIONS

Jet Fuel: Non-Aviation Kerosene Type Jet-A fuel received shall meet the requirements of ASTM (American Society for Testing and Materials) D-1655 (latest revision). Contractors that provide any Jet-A pre-blended with anti-icing additives shall also conform to MILDTL-85470 specifications.

V. FUEL DELIVERY

- i. The Contractor shall perform all deliveries to Airport facilities in a safe, professional manner. The Contractor's equipment shall be in good and safe working order and all personnel shall be trained annually in safety measures to preclude accidents and the endangering of personnel and property.

Delivery Location:

**BWI Thurgood Marshall Airport
1200 Mathison Way
Baltimore, MD 21240**

- ii. The Contractor shall have adequate and appropriate equipment for the delivery of the contracted goods.