



# SOLICITATION, OFFER AND AWARD

SOLICITATION	
Number	<b>RFQ-23-28027</b>
Title	<b>Legal Services for Collection Of Unpaid Tolls, DTR</b>
Point of Contact	<b>Lydia Iwuoha, 703-417-8600, lydia.iwuoha@mwaa.com</b>

OFFER								
Company Name								
Company Address								
Name & Title of Primary Point of Contact (POC)								
POC Telephone Number & Email								
Acknowledgment of Amendments <i>(Offeror acknowledges receipt of Amendments to this Solicitation. Provide number and date of each.)</i>								
Number								
Date								
Name & Title of Authorized Signatory								
Signature								
Date								

AWARD (MWAA Use Only)	
Contract Number	
Award Amount	
Contract Effective Date	
Contracting Officer	
Signature	
Date	

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### **SECTION III: PRICE SCHEDULE**

The Offeror must populate the Price Schedule (Schedule) directly in the Contract Lifecycle Management System (CLMS) or submit it electronically in its original format, if attached to this Solicitation. The structure of the Schedule is protected, and it shall not be modified in any way. Modified Schedules may be deemed non-conforming to the Solicitation.

**SECTION IV: REPRESENTATIONS AND CERTIFICATIONS**

**1 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).

**2 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 it does not meet 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 \_\_\_\_\_ (Company Name)  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. Principal(s), 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).

The Offeror shall insert the name(s) of its principal(s) on the following line:  
  
\_\_\_\_\_

### 3 Firm Identification

The Offeror is requested to complete the below:

DUNS Identification Number \_\_\_\_\_ (assigned by Dun & Bradstreet, Inc., and contained in its Data Universal Numbering System, D-U-N-S). If no number has been assigned by Dun & Bradstreet, Inc., insert the word "none."

### 4 Authorized Negotiators

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Metropolitan Washington Airports Authority (Authority) in connection with this Solicitation:

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### 5 Small Local Business Enterprise (SLBE) Representation

- A. An SLBE is defined as a small business concern that is organized for profit and is located within a 100-mile radius of the District of Columbia's zero-mile marker. Located means that as of the date of its SLBE application, the business entity has an established office or place of business within a city, county, or town within the 100-mile radius referenced above. A small business is defined, for SLBE purposes, as a firm that is not dominant in its field, and that meets the U.S. Small Business Administration's (SBA) small business size standards for the goods or services it will be providing in response to a specific solicitation.
- B. The Offeror represents and certifies that it [ ] is, [ ] is not an SLBE as defined above. If the Offeror is an SLBE, it further represents and certifies that there have been no material changes in the information provided with its most recent application for certification, and the Offeror continues to meet the Authority's criteria for SLBE certification.
- C. Proposed SLBEs must be certified by the Authority's Department of Supplier Diversity by no later than the Solicitation due date. Additional information is available at <https://mwaa.diversitycompliance.com>.

### 6 Minority Business Enterprise (MBE) Representation

- A. A Minority Business Enterprise is:

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:

1. Black (a person having origins in any of the black racial groups in Africa);
2. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
3. Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);
4. 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



5. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

B. The Offeror represents that it [ ] is, [ ] is not a MBE.

## **7 Women Business Enterprise (WBE) Representation**

A. A Women Business Enterprise is:

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 whose management and daily business operations are controlled by such persons.

B. The Offeror represents that it [ ] is, [ ] is not a WBE.

## **8 Subcontractors**

A. If the Offeror proposes to use any Subcontractor, the Offeror must furnish with its Offer:

1. a signed Subcontractor Utilization Plan;
2. a signed Letter of Intent or executed subcontract agreement for each SLBE Subcontractor included on the Subcontractor Utilization Plan. Templates are available at <https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>

B. The Offeror represents that it intends to utilize the Subcontractor(s) listed on its Subcontractor Utilization Plan if awarded a Contract as a result of this Solicitation. Once Contract award has been made, the Offeror shall not deviate from use of the Subcontractor(s) listed on its Subcontractor Utilization Plan without Contracting Officer approval.

C. Any Subcontractors identified as SLBE must meet the criteria outlined above.

Note: Commitment Letters are acceptable in lieu of the Subcontractor Utilization Plan and Letter of Intent for Task Contracts. An approved Subcontractor Utilization Plan is required prior to the execution of any task in accordance with Section VII, Subcontractor Utilization.

## **9 Conflict of Interest**

The Offeror shall disclose below any representation, activity, or relationship involving the Offeror or its employees that may give rise to a conflict of interest were it selected for Contract award, which conflict would or could disqualify it from providing goods or services under the Contract absent a waiver from the Authority and/or other entities. In the case of such a conflict of interest, the Authority will make the final determination whether the conflict prevents the Offeror from participating in this Solicitation. If no conflicts exist, insert the word, "none."

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## **10 Certification 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 an 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 or contract award, as appropriate, 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, Bid, or Proposal, and the title of his or her position in the Offeror's organization.)*

- b. As an authorized agent, certifies 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, and
- 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.

## **11 Certification of Compliance With Employment Eligibility Verification, Form I-9**

The Offeror certifies that it [ ] 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 thereunder. The Offeror also certifies that its subcontractors are in compliance with the Immigration Reform and Control Act of 1986 and the regulations issued thereunder.

## **12 Certification of Compliance With Minimum Living Wage Requirements**

The Offeror agrees to compensate all employees working on this Contract at least the Minimum Living Wage established in the Contract. The Minimum Living Wage is applicable throughout the entire term of the Contract.

## **13 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

A. The Offeror certifies, to the best of its knowledge and belief, that, within the three (3) year period preceding submission of this Offer:

1. The Offeror and any of its Principals -
  - a. Have [ ] have not [ ] been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;

- b. Have [ ] have not [ ] had contractor or business license revoked;
  - c. Have [ ] have not [ ] been declared non-responsible by any public agency;
  - d. Have [ ] have not [ ] 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 subcontract; violation of Federal or state antitrust statutes relating to the submission of quotes or 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;
  - e. Have [ ] have not [ ] 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.d. of this provision.
2. All performance evaluations have [ ] have not [ ] received a rating of satisfactory or better. If not, please provide a copy of the evaluation with detailed explanation.
  3. The Offeror has [ ] has not [ ] had one or more contracts terminated for default by any Federal, state, or local agency. If so, please provide a detailed explanation.
- 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 non-responsible.
- 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 is 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.

#### **14 Insurance Affidavit**

The Offeror certifies that it [ ] has [ ] has not read and reviewed the insurance provisions of the Solicitation with its insurance agent, broker, or representative. The Offeror is required to submit an Insurance Affidavit form (Affidavit) with its Offer and proof of insurance as a condition of Contract award. The Affidavit, which can be accessed at <https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>, must be completed by the Offeror and its insurance provider.

The Authority may declare any Offer as non-responsive if it is made without this Affidavit or if it is made with an incomplete Affidavit. For purpose of defining Additional Insured and Waiver of Subrogation, the term "MWAA, Airports Authority, or Authority" shall mean the elected officials, boards, officers, employees, agents, and representatives of the Board.

## **15 SAFETY Act**

With respect to the goods and/or services the Authority is procuring in this Solicitation, the Offeror certifies that it  has  does not have a Designation and/ or Certification for such goods and/or services under the SAFETY Act (6 U.S.C. 441 *et seq.*) or such Designation or Certification is  not applicable for such goods and/or services.

## **16 Telecommunications and Video Surveillance Services or Equipment**

In accordance with Federal Acquisition Regulation (FAR) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, the Offeror is prohibited from providing covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The Offeror represents that it is not providing to the Authority any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are defined in FAR 52.204-25.

## SECTION V: SOLICITATION PROVISIONS

### 1 Purpose and Scope

The Authority is seeking to acquire Legal Services for unpaid tolls. This Solicitation and the Attachments listed in Section VIII, which are incorporated into the Solicitation by reference, set forth the terms and conditions that govern the Solicitation, as well as, those that will become binding upon execution of the Contract awarded as a result of this Solicitation.

### 2 Definitions (RFQ)

"Acceptance" 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.

"Acceptance Period" means the number of calendar days available to the Authority for awarding a Contract/BPA/PO from the date specified in this Solicitation for submission of Quotes.

"Airports Authority (Authority)" means the Metropolitan Washington Airports Authority.

"Blanket Purchase Agreement (BPA)" is an order between the Authority and Supplier that allows the Authority to order future goods or services on a repetitive basis, and to be billed for the goods or services received on an as-ordered basis.

"Buyer" means the Authority and includes its designated representatives, successors and assignees.

"CLMS" refers to the Authority's Contract Lifecycle Management System, accessible at <https://mwaa.odysseyautomation.com/odyssey>.

"Contract" means the order and all its Terms and Conditions that becomes a binding agreement between Offeror and Authority if Offeror, within 30 days, either signs and returns an acceptance copy or delivers to the Authority the goods or services requested.

"Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

"Contractor," "Seller," "Supplier," or "Vendor" means the person, firm, corporation or other business entity to whom the Purchase Order is awarded.

"COTR" refers to the Contracting Officer's Technical Representative.

"Offer," "Bid," "Proposal," or "Quote" means a response to the Solicitation, that if accepted, would bind the Offeror to perform the resulting Contract.

"Offeror" or "Quoter" means the person, firm, corporation, or other business entity responding to the Solicitation.

"Purchase Order (PO)" is an Authority contractual instrument with specified terms and conditions to purchase goods and services issued to the Supplier upon receipt of quotations of price and delivery schedule.

"SDMS" refers to the Authority's Supplier Diversity Management System, accessible at <https://mwaa.diversitycompliance.com/>.

"Solicitation" means any request to submit a Quote to the Authority. Following the Contracting Officer's execution of the Solicitation, Offer and Award the Solicitation will become a part of the Contract.

“Work” means everything required to be furnished or performed by the Contractor pursuant to the statement of work, specifications, and the Contract.

### **3 Contract Type (RFQ)**

The Authority contemplates award of a Fixed Unit Price BPA. Delivery (or otherwise performance) by the successful Offeror shall result in a binding agreement without further action by either party.

### **4 Method of Procurement; Basis of Award (RFQ)**

The Authority is using a Request for Quotations (RFQ) process to award this Contract. This RFQ and related responses of the successful Offeror will, by reference, become part of any formal agreement between the successful Offeror and the Authority.

Award will be made to the lowest responsive and responsible Offeror, whose Quote conforming to the RFQ, is determined to be most advantageous to the Authority. The Authority reserves the right to make multiple and/or split awards.

### **5 Submission of Offers**

The Offeror shall submit its Offer electronically in the Authority’s CLMS no later than 02:00 PM November 27, 2023.

### **6 Documents Required in Response to Solicitation (RFQ)**

- A. The Offeror shall include in its electronic submission all documents required by this Solicitation including, but not limited to, the following, as separate PDF or Microsoft Excel files, as noted:
  - 1. Solicitation Offer and Award (PDF)
  - 2. Price Schedule (Microsoft Excel)
  - 3. Representations and Certifications (Section IV) (PDF)
  - 4. Insurance Affidavit (PDF)
- B. Responses that do not include all requested information, that do not conform to these instructions and that do not acknowledge all amendments to the solicitation in accordance with the amendment’s instructions, may be deemed nonconforming by the Authority and rejected without evaluation.

### **7 RESERVED**

### **8 Questions and Answers**

Any prospective offeror desiring an explanation or interpretation of the Solicitation must submit its questions via the CLMS no later than 02:00 PM November 20, 2023. The Authority may not consider any questions received after this date. Oral explanations or instructions given before the award of a Contract are not binding. Any information given to a prospective offeror concerning this Solicitation will be furnished promptly to all other prospective offerors as a Solicitation Amendment (Amendment) if that information is necessary or if the lack of it would be prejudicial to any other prospective offeror.

### **9 Acknowledgment of Amendments to Solicitations**

The Authority reserves the right to amend the Solicitation, through the CLMS, prior to the date specified for submission of Offers. If the revisions under the Amendment require material changes to the Solicitation, the Authority may revise the date specified for submission of Offers and will include a revised submission date in the Amendment.

Offerors are required to acknowledge receipt of all Amendments to this Solicitation on the Solicitation Offer and Award. Failure to acknowledge all Amendments may cause the Offer to be considered non-responsive to the Solicitation.

## **10 Late Submission, Modifications, and Withdrawals of Offers**

Offerors are responsible for timely submission. If an Offer is received after the time set for receipt, it is considered late and may not be considered. Offerors may submit a written revision to an Offer prior to the submission deadline. A late revision of the successful Offer may be accepted if it makes the terms of the Offer more favorable to the Authority. Offers may be withdrawn at any time prior to Contract award.

## **11 Discounts**

Any discount offered will form part of the award but will not affect the Authority's evaluation of the Offer.

## **12 Minimum Acceptance Period (RFQ)**

The Authority requires a minimum acceptance period of 30 calendar days from the receipt of Offers.

## **13 RESERVED**

## **14 Taxes**

Authority purchases are exempt from sales and use taxation, both state and municipal. The Offeror is responsible for all applicable Federal, state, and local taxes 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. The Offeror therefore certifies that there are no such taxes included in its Offer.

## **15 Small Local / Disadvantaged Business Participation**

This Solicitation has been assigned a Small Local Business Enterprise (SLBE) participation requirement of 0% of the total Contract amount, including any potential option periods.

This Solicitation has been assigned a Disadvantaged Business Enterprise (DBE) participation goal of 0% of the total Contract amount, including any potential option periods.

This Solicitation has been assigned an Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal of 0% of the total Contract amount, including any potential option periods.

The Offeror must ensure that any firm that is proposed for SLBE, DBE, or ACDBE participation is certified as such no later than the Solicitation due date. Certification information and directories of certified firms are available in the Authority's SDMS.

The Offeror must meet the Small Local / Disadvantaged Business Participation requirement / goal outlined in the Solicitation. The Offeror must either submit a plan to achieve the Small Local / Disadvantaged Business Participation requirement / goal or submit with its Offer a request for waiver to the goal or requirement. Offers that do not conform may be rejected.

By signing the Solicitation, Offer and Award, the Offeror commits itself to achievement of the Small Local / Disadvantaged Business Participation requirement / goal outlined in the Solicitation or at the level stated in the Offeror's approved Subcontractor Utilization Plan.

## 16 Due Diligence

The Offeror is responsible for satisfying itself as to the conditions affecting the requirements of the Solicitation. Any failure of the Offeror to acquaint itself with the requirements of the Solicitation shall not relieve it from estimating properly the difficulty or cost of successful performance. The Authority assumes no responsibility for any conclusions or interpretations made by the Offeror based on the information made available by the Authority.

The Authority reserves the right to perform, or have performed, due diligence procedures, including, but not limited to, on-site survey of the Offeror's facilities or examination of previous work products, to determine Offeror's capability of performing the Contract requirements.

## 17 Prerequisites for Award

### A. Banking Instructions

The Offeror 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 Authority has received the Offeror's completed form. The form and instructions are available at [www.irs.gov](http://www.irs.gov).

The W-9 information is requested so that the Authority may determine the need to file IRS Form 1099 in connection with payments made under the Contract. 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 Contractor has submitted the form.

The Authority requires participation 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 Office of Finance at [vendor.setup@mwaa.com](mailto:vendor.setup@mwaa.com). The Contracting Officer must approve any exceptions to this requirement in writing.

Offerors are encouraged to utilize local banks and those owned and controlled by socially and economically disadvantaged individuals. For additional information, contact the Department of Supplier Diversity at [supplierdiversity@mwaa.com](mailto:supplierdiversity@mwaa.com).

### B. Information Security

All connections to the Authority networks or hosts must be certified by the Authority's 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 Authority property or in the cloud, or managed by Authority staff or Contractor.

Prior to award, prospective Contractors must submit either a (i) recent Statement on Standards for Attestation Engagements or (ii) completed Authority Information Security Assessment Questionnaire (Questionnaire) for review and certification by the Authority's CISO. The Questionnaire is available at <http://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>.

Offerors are not required to submit supporting documentation of compliance with this provision at the time of Offer submission.

### C. Insurance



Offeror shall maintain adequate liability, employer's liability, and workers' compensation insurance to protect the Authority and the Authority's agents, employees and contractors with respect to the indemnity provision here within and any claims under workers' compensation, safety and health and similar laws and regulations relating to the goods or services furnished hereunder. Offeror shall furnish evidence of such insurance in form and substance satisfactory to the Authority as specified in the Solicitation and upon request.

## **18 Policies of the Authority**

### **A. Fair Opportunity**

The Authority's contracting opportunities are open to all, and it is Authority policy that no Offeror will be discriminated against because of race, color, national origin, sex, or disability in contract award. Further, Contractors shall not discriminate on the basis of race, color, national origin, sex, or disability in the performance of Authority contracts.

### **B. Local, Small & Disadvantaged Business Participation**

The Authority is committed to full participation in its contracting programs by local, small, and disadvantaged business enterprises and enterprises owned by minorities and women. In addition to the stated Solicitation requirements and goals, Offerors are encouraged to include qualified MBEs and WBEs in the performance of Authority contracts to the greatest extent practicable.

### **C. Sustainability**

The Authority is committed to adopting and implementing sustainable policies and practices in aspects of its business to the greatest extent practicable. Offerors are encouraged to review the Authority's corporate Sustainability Plan available at <https://www.mwaa.com/about/sustainability-plan> and the Authority's Design Manual available at <https://www.mwaa.com/business/airports-authority-design-manual> and maximize the utilization of sustainable initiatives in the performance of Authority contracts.

## **19 Notice to Offerors**

The fact that an Offeror demonstrates alignment with Authority policies or submits the lowest Offer does not automatically result in Contract award. Factors, including 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. No Offeror should begin Work until after formal notice of Contract award has been made by the Authority.

## **20 Protests**

Protests must be addressed to the Vice President, Office of Supply Chain Management. Protests must be sent by (1) registered or certified mail, return receipt requested; or (2) nationally recognized delivery service which provides tracking records of at least the date sent and date received or hand delivered to the Authority's Procurement and Contracts Department. Protests sent electronically will not be accepted.

Protests that are based on the terms and conditions set forth in or omitted from a Solicitation or Amendment must be received by the earlier of the following two dates: (1) fourteen (14) days after the issuance date of the Solicitation or Amendment containing the terms and conditions that are the subject of the protest; or (2) the due date set out in the Solicitation.

Protests that are based on the manner in which Offers were evaluated or on which a Contract was awarded may only be made by an Offeror who submitted an Offer and must be received no later than seven (7) days after the Offeror knew or should have known of the basis for the protest.

If a Contract has not been awarded at the time a protest is timely filed, the Contract may not be awarded while the protest is pending, unless the President and CEO determines that award of the Contract, and, if applicable, issuance of a notice to proceed, is in the Authority's best interest.

## **21 Freedom of Information Policy**

Except as otherwise noted, all related documents submitted to the Authority in response to this Solicitation, including, but not limited to, quotes, Offers, Proposals, Bids, statements of work, and/or specifications, will be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Authority's Freedom of Information Policy. Trade secrets or confidential information submitted as part of an Offer will not be subject to public disclosure if exempted by the Authority's Freedom of Information Policy; however, the Offeror must invoke the protections of this section prior to or upon submission of its Offer and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. The Offeror may not request that its Offer in its entirety be treated as a trade secret or confidential information, nor may an Offeror request that its pricing be treated as a trade secret or confidential information.

## **22 Title VI Solicitation Notice**

The 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 Offers 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.

## **23 Minimum Purchase (RFQ)**

It is mutually understood and agreed that any BPA or PO resulting from this RFQ will not constitute a contract to purchase; therefore, no minimum amount of purchase is guaranteed. The Authority will not be obligated to make any purchases or requests for services during the term of the resulting BPA or PO.

## **24 Ordering (RFQ)**

Successful Quoter agrees to accept telephonic or email orders against the resulting BPA or PO from authorized Authority representatives, as communicated by the Contracting Officer after award. The Authority will be obligated only to the extent of authorized orders placed against the resulting BPA or PO.

## SECTION VI: SPECIAL PROVISIONS

### 1 Contract Term

This Contract has the following term: 2 years + 1 option year.

If applicable, any option periods shall be exercised at the sole discretion of the Authority.

### 2 Availability of Funds

Funds are not presently available for performance under this Contract beyond December 2024. The Authority's obligation for performance of this Contract beyond this date is contingent upon the availability of funds from which payment can be made. No legal liability on the part of the Authority for any payment may arise for performance under this Contract beyond this date, unless notified in writing by the Contracting Officer.

### 3 Location and Working Hours

All work will be performed at the quoter's place of business and in the general district and circuit courts of Fairfax and Loudoun Counties of Virginia.

### 4 Insurance Requirements

- A. The Contractor shall procure and maintain at its expense during the contract period the following minimum, not maximum, 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 and its agents, representatives, employees, or subcontractors 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. The Metropolitan Washington Airports Authority premises are physically located in the Commonwealth of Virginia and it is important for Contractor to ensure that all insurance policies have Commonwealth of Virginia amendatory endorsements.
- B. Contractor shall advise the Airports Authority of any cancellation, non-renewal, or material change in any policy within fifteen (15) business days of Contractor receiving notification of such action from the insurer.
- C. All of the policies, excluding Professional Liability, required of the Contractor shall be primary and the Contractor agrees that any insurance, including self-insurance, whether primary, excess, or on any other basis, maintained by the Airports Authority shall be non-contributing with respect to the Contractor's insurance. Any self-insured retention, deductible, or similar obligation on all of the policies shall be the sole responsibility of the Contractor.
- D. The minimum limits and types of insurance coverage requirements set forth herein will in no way be construed as the maximum as required by the Contract or as a limitation of any potential liability, or 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. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the Airports Authority requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.
- E. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits

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

- F. The Contractor and its Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.
- G. The Contractor and its Subcontractors are prohibited from operating any vehicle, including mobile equipment, on the restricted areas of the airport such as Air Operations Area (AOA).
- H. Insurance shall be provided with the policy limits thereof to be in the minimum(s), not maximum(s), as set forth below:

1. **Commercial General Liability**

- a. Shall be written on an “occurrence” basis with a limit of not less than One Million Dollars (\$1,000,000) per occurrence. Coverage written on a “claims-made” basis is not acceptable.
- b. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Contractors and Subcontractors, Mobile Equipment and Damage to Rented Premises.
- c. Additional Insured:
  - (1) The *Metropolitan Washington Airports Authority* shall be included as an Additional Insured.
  - (2) A copy of the Additional Insured endorsement must be submitted in accordance with the requirements of Section O below.
- d. Waiver of Subrogation:
  - (1) Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.
  - (2) A copy of the waiver of subrogation provision or endorsement must be submitted in accordance with the requirements of Section O below.

2. **Business Automobile Liability**

- a. In the event Contractor does not own automobiles in the corporate name, Contractor shall maintain coverage with 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 for Vicarious Liability:
  - (1) The *Metropolitan Washington Airports Authority* shall be included as an Additional Insured for Vicarious Liability.
  - (2) This shall be documented using ISO (Insurance Services Office, Inc.) endorsement CA 20 48 DESIGNATED INSURED or an equivalent form.
  - (3) A copy of the Additional Insured endorsement must be submitted in accordance with the requirements of Section O below.
- e. Waiver of Subrogation:
  - (1) Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.
  - (2) A copy of the waiver of subrogation provision or endorsement must be submitted in accordance with the requirements of Section O below.

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. 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 .
- d. Waiver of Subrogation:
  - (1) Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.
  - (2) A copy of the waiver of subrogation provision or endorsement must be submitted in accordance with the requirements of Section O below.

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 One Million Dollars (\$1,000,000) 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. **Commercial Property Insurance**

- a. Commercial property insurance covering Contractor's Real and Personal Property situated on Airports Authority's premises which shall, at minimum, cover the perils insured under the ISO (Insurance Services Office) Special Causes of Loss form CP 10 30 at full value and full replacement cost of the property insured.
- b. The Contractor shall be responsible for insuring the Airports Authority provided equipment, if any, for property damage. The Airports Authority shall not be responsible for providing property coverage for the Airports Authority provided equipment assigned to the Contractor hereunder.
- c. The Contractor is responsible for all physical damage to Airports Authority provided Premises and Operating Equipment.
- d. 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 provide a statement indicating same when submitting evidence of insurance in accordance with the requirements of Section O below.

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 fifteen (15) 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 shall ensure that all its Subcontractors, if any, independently carry insurance appropriate to cover the Subcontractors' exposures, or are covered under the Contractor's policies. The Contractor shall require and verify that all Subcontractors maintain insurance meeting the Contractor's requirements on specific coverages and limits and as stated herein and Contractor shall ensure that the *Metropolitan Washington Airports Authority* is also included as an additional insured on insurance required from its Subcontractors. The Contractor is responsible for monitoring its Subcontractors' evidence of insurance to ensure compliance with their subcontract with Contractor. Copies of all Subcontractors' evidence of insurance should be maintained by the Contractor, and upon request, be supplied to the Contracting Officer.
- O. The Contractor shall provide the Contracting Officer with all of the required insurance policy endorsements and evidence of insurance issued by insurance company or broker/agent, 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 evidence 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 forms older than 2016/03 will not be accepted.
    - 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 evidence of insurance shall include the Contract Number in the Certificate Holder section.

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 evidence 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 evidence of insurance to indicate which policy(ies) it follows.
7. The **Metropolitan Washington Airports Authority** must be specifically named as Certificate Holder on the evidence of insurance and the evidence of insurance and any other insurance-related notices shall be issued to:

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY**  
**Procurement and Contracts Department**  
**ATTN: Contract Number 23-28027**  
**1 Aviation Circle**  
**Washington DC 20001-6000**

## **5 Minimum Living Wage to be Paid by Contractor to Employees for this Contract**

- A. As required by Resolution 22-38, adopted by the Authority's Board of Directors, all Contractor employees working under all Personnel-Based Service Contracts shall be paid an hourly wage no less than **\$16.00 (sixteen dollars), effective January 1, 2024. This amount shall be adjusted each January 1 thereafter based on the annual change in the Employment Cost Index (ECI) for wages and salaries for the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA Combined Statistical Area (CSA) determined as of June 30 of the prior calendar year.** For purposes of this clause, the term "Contractor" refers to the Contractor, as well as any and all of its subcontractors that perform personnel-based services Work under this Contract. The Contractor shall include this clause in its entirety in all subcontracts entered into pursuant to this Contract.
- B. No portion of the minimum wage required to be paid to employees performing Work under this Contract shall be paid in the form of health benefits. The Contractor may provide health benefits to employees in addition to the minimum wage.
- C. If a Contractor's employee believes that he or she has not been paid in accordance with this clause, the employee may file a complaint with the Contracting Officer no later than six (6) months following the date of the Contractor's alleged violation.
- D. If the Contracting Officer determines that the Contractor has not paid its employees in accordance with this clause, the Contractor shall be liable to the employees for the amount of the unpaid wages, plus interest at the rate applicable to judgments in Arlington County, Virginia, if the Work was performed at Ronald Reagan Washington National Airport, at the rate applicable to judgments in Fairfax County if the Work was performed along the Dulles Toll Road, or at the rate applicable to judgments in Loudoun County, Virginia, for Work performed at Washington Dulles International Airport.
- E. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint or takes any other action to enforce the requirements of this clause.
- F. At all times during the term of this Contract, the Contractor shall comply with the following requirements:
  1. In a prominent place at its offices and at each location where its employees perform Work under this Contract, post a notice in English and Spanish that states this Contract's minimum wage rate, the employee's right to file a complaint with the Contracting Officer, and the Contracting Officer's name and address.

2. Provide, within five (5) days of an employee's request, a written statement of the required wage rate.
3. The Contracting Officer shall have the right at any time during the term of this Contract to request payroll reports, in a form approved by the Contracting Officer, of at least two (2) payroll reports and two (2) copies of a payroll check for each employee working during that quarter. The Contracting Officer may specify the payroll report dates and payroll check dates to be produced; otherwise, the Contractor may select the dates within the quarter. Contractor shall produce such reports to the Contracting Officer within five (5) business days from the date of the Contracting Officer's request for the reports. In addition, if the Contracting Officer has received an employee wage complaint, the Contractor shall produce wage documents requested by the Contracting Officer within five (5) business days of the date of the Contracting Officer's request for the documents.
4. Violation of this clause may lead to the termination of this Contract and/or a determination that the Contractor is not responsible if the Contractor attempts to obtain future Authority contracts.

**6 RESERVED**

**7 RESERVED**



## SECTION VII: GENERAL TERMS AND CONDITIONS

### 1 Governing Law

This purchase made by the Authority, a public body corporate and politic formed by interstate compact between Virginia and the District of Columbia, is governed in all respects by the laws of the Commonwealth of Virginia, and any Contractor, Seller, Supplier, or Vendor (as such terms may be used) providing goods or services to the Authority assures the Authority it is conforming with the provisions found in applicable Virginia law. This purchase is also subject to the Authority's Contracting Manual, available on <https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>.

### 2 Limitation of Obligations and Liabilities

The Authority maintains two enterprise funds for financial statement purposes. Any and all obligations of the Authority under this Contract, and any and all liabilities of the Authority that may arise under this Contract, shall be limited to the Authority's Enterprise Fund from which the Contract is funded, and any claim based on any such obligation or liability of the Authority shall be limited to the revenues and assets of that Enterprise Fund. No obligation of the Authority under this Contract and no liability of the Authority that may arise under this Contract shall constitute an obligation or liability of, or give rise to a claim against, or create any recourse against any other Enterprise Fund of the Authority or the revenues or assets associated with any other Enterprise Fund.

### 3 Contract Extension

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

### 4 Order of Precedence (RFQ)

The Contract documents are to be interpreted in harmony so as to avoid conflicts. In the event of an inconsistency between terms set out among the Contract documents, or within the terms set out in a Contract part, notwithstanding the order of precedence noted below, the term that is most favorable to the Authority controls, unless expressly stated otherwise.

The following documents are incorporated into the Contract by reference and made a part of the Contract in the following order of precedence:

- A. BPA/PO Modifications, which among themselves, shall have priority in the reverse order of issuance
- B. BPA/PO
- C. Solicitation, as amended

### 5 Survival

All provisions regarding indemnification, warranty, liability, audit, and insurance shall survive the expiration or termination of this Contract.

### 6 Non-Disclosure and Confidentiality Agreement

The Authority reserves the right to require that the Contractor sign a non-disclosure and confidentiality agreement in connection with the performance of this Contract.

## **7 Inconsistent Terms (RFQ)**

If there is any inconsistency between the Supplier's terms and conditions and (i) the Contract, (ii) any supplemental documents, or (iii) Authority's general terms and conditions for purchases of goods or services, (i) takes precedence over (ii), and (i) and (ii) take precedence over (iii).

## **8 Time of the Essence; Delay (RFQ)**

Time is of the essence. The Supplier shall furnish all goods and render services by the time or times specified in the Contract, provided that Supplier shall not be in breach if any delay is authorized in writing by the Authority or due to an act of omission of the Authority, fire, unusual transportation delay, strikes or other labor troubles beyond Supplier's control, or other causes beyond Supplier's control. Supplier shall give the Authority immediate notice to be confirmed in writing within five days of any such delay.

## **9 Shipping & Packing (RFQ)**

By accepting and performing the Contract, the Supplier agrees that the price(s) include(s) shipping F.O.B. destination unless otherwise stated in the Contract. Except as otherwise specified herein, the Supplier shall use standard commercial packaging, packing, and shipping containers and legibly mark or label with the order number and other identifying information reasonably necessary to facilitate prompt delivery.

## **10 Warranty & Guarantee (RFQ)**

Supplier represents and guarantees all material and equipment furnished will be of first quality and made of new materials and components unless otherwise specified, and that Supplier's work will be performed in a skillful and workmanlike manner. Supplier further warrants that all goods delivered shall be free of liens, encumbrances or other title defects.

Supplier guarantees all materials and workmanship for a period of one (1) year from date of first operation or first use, but not to exceed eighteen (18) months from date of receipt; normal wear and tear and corrosion excepted. Supplier shall extend to the Authority all applicable warranties.

Upon written notification from the Authority, the Supplier agrees to repair, replace or reperform all defective or nonconforming items or Work and such repair, replacement, or reperformance shall be made free of charge.

## **11 Notification of Ownership Changes**

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

## **12 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.

## **13 Inspection and Acceptance (RFQ)**

Goods delivered or services rendered must be strictly in accordance with the order placed and cannot deviate in any way from the terms, conditions or specifications of this Contract without the prior approval of the Authority. Equipment, materials, or supplies delivered on this Contract are subject to inspection and test to ensure conformance to the Authority's specifications. If rejected, goods remain the property of the Supplier.

Until delivery and acceptance, or after rejection, risk of loss will be the responsibility of the Supplier unless loss results from negligence of the Authority. Payment before inspection of goods or services shall not constitute acceptance. Anything not in accordance with specifications may, at the Authority's option, either be returned or held for Supplier's instructions. Inspection, reshipment and return costs incurred with respect to nonconforming or defective goods shall be borne by Supplier. Unless the Authority directs, Supplier shall not replace returned goods.

#### **14 Title**

Title to all material purchased or otherwise acquired hereunder by the Contractor to effect performance under this Contract will vest in the Authority upon acceptance.

All drawings, data, designs, specifications or other Work developed under this Contract and other information furnished to or generated by the Contractor will remain or become the property of the Authority and will be delivered to the Authority during performance of the Work or upon completion or termination of this Contract.

#### **15 Audit and Inspection of Records**

The Contractor shall maintain records and the Contracting Officer shall, until the expiration of five years after final payment under this Contract, have access to and the right to examine any pertinent books, documents, papers and records, including any stored electronically, of the Contractor involving the formation of the Contract; transactions related to the Contract; and records relating to subcontracts, including, but not limited to, payroll records, tax information, and accounting 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, including any stored electronically, 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 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 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, including any stored electronically, 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.

The Contractor shall fully and promptly cooperate with any Authority, or if applicable Department of Transportation, compliance reviews, certification reviews, investigations, and other requests for information.

#### **16 English Speaking Representative**

At all times when Work is being performed on site, the Contractor shall have a representative present who has the capability of receiving instructions in the English language, speaking the English language, and explaining the Work to Contractor employees and Subcontractors performing the Work in a language in which they are

capable of understanding. The Contractor must demonstrate that the proposed representative has sufficient technical and lingual capabilities and shall immediately replace any individual not acceptable to the Authority.

## **17 Subcontractor Utilization**

The Contractor shall not subcontract any portion of the Work without the prior written consent of the Authority. The Contractor shall remain fully liable and responsible for the Work performed by its subcontractor(s) and shall ensure subcontractor compliance with all applicable requirements of this Contract. The Contractor is responsible for complying with the Authority's SLBE Program Implementation Guide, available at <https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>, when utilizing an SLBE in the performance of this Contract.

The Contractor must obtain permission from the Contracting Officer prior to substituting or adding any subcontractor listed in its approved Subcontractor Utilization Plan.

Within thirty-five (35) calendar days of the Authority's payment to the Contractor, the Contractor shall report all payments, including release of retainage, made to subcontractors in the Authority's SDMS. Within forty-five (45) calendar days of the Authority's payment to the Contractor, the Contractor shall ensure all subcontractors confirm receipt of payment in the Authority's SDMS. Training is available in the Authority's SDMS.

## **18 Invoicing and Payment (RFQ)**

The Authority's standard payment terms are NET 30, unless otherwise negotiated by the Authority. The Authority will compute payment from the date of delivery of goods at destination after final inspection and acceptance, from the date of completion of services, or the date the correct invoice is received, whichever is later, or as may be agreed between the Authority and the Supplier.

The Supplier shall submit an invoice and all required supporting documentation to [invoices@mwaa.com](mailto:invoices@mwaa.com). The Supplier shall properly identify invoices with the Supplier's name, address and applicable Contract/Purchase Order number. The Authority reserves the right to reject invoices that do not conform to these requirements.

## **19 Consent to Assignment**

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

## **20 Bankruptcy**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, written notification of the bankruptcy to the Contracting Officer within five days of the initiation of the proceedings. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed.

## **21 Changes (RFQ)**

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

Any waiver by the Authority of a breach of any term or condition of this Contract 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 the Authority unless in writing.

## **22 Suspension of Work**

- A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to suspend all, or any part of the Work called for by this Contract for a reasonable period of time to be determined by the Contracting Officer after the Contracting Officer delivers the order to the Contractor and for any further period to which the parties may agree. The order shall be specifically identified as a "Suspension of Work Order" issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of Work suspension. Within a period of 90 days after a Suspension of Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either cancel the Suspension of Work Order or terminate the Work covered by such order as provided in the Default or Termination for the Convenience of the Authority clauses of this Contract.
- B. If a Suspension of Work Order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment to the delivery schedule or Contract price, or both, and modify the Contract in writing accordingly, if:
1. The Suspension of Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
  2. The Contractor asserts a claim in writing for such adjustment within 30 days after the end of the period of Work suspension; provided that, if the Contracting Officer decides the facts justify such action, the Contracting Officer may receive and act upon any such claim submitted at any time before final payment under this Contract.
- C. If the Contracting Officer does not cancel the Suspension of Work Order and the Work covered by the order is terminated for the convenience of the Authority, the Contracting Officer shall allow reasonable costs resulting from the Suspension of Work Order in arriving at the amount due to the Contractor.
- D. If the Contracting Officer does not cancel the Suspension of Work Order and the Work covered by the order is terminated, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the Suspension of Work Order.

## **23 Termination for Convenience of the Authority (RFQ)**

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

## **24 Default (RFQ)**

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

## **25 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.
- C. 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 patent or copyright arising out of the performance of this Contract.

## **26 Correspondence Procedures**

The Contractor must direct all correspondence of a contractual nature, including but not limited to, scope, price, terms, or conditions, to the Contracting Officer, electronically or in hard copy to the address indicated in the Solicitation, Offer and Award.

## **27 Contractor Performance Evaluation**

The Authority may conduct periodic written evaluations of the Contractor's performance throughout the term of this Contract. The Authority will provide performance evaluations to the Contractor and may use them when considering whether to exercise an option or as past performance information if the Contractor responds to a future solicitation.

## **28 Publicity Releases**

The Contractor shall not make any publicity releases in connection with this Contract unless it obtains prior written approval from the Contracting Officer.

## **29 Disputes (RFQ)**

Disputes which cannot be resolved by mutual agreement shall be resolved by a court of competent jurisdiction in the Commonwealth.

## **30 Damage or Loss of Contractor's Property**

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

## **31 Indemnification**

- A. The Contractor shall hold harmless, defend, and indemnify the Authority and the Authority's officers, directors, and employees from and against all claims, suits, and demands, including but not limited to damages, losses, expenses, interest and attorneys' fees, arising out of or resulting from performance of the Work, including any wrongful death, sickness, disease, injury or harm to any person or loss or harm or destruction of property, including loss of use resulting therefrom, except that in accordance with Va. Code § 11-4.1, the Contractor shall not be obligated to hold harmless, defend, and indemnify pursuant

to this provision for any wrongful death, sickness, disease, injury or harm or loss or destruction of property caused by or resulting solely from the negligence of the Authority's officers, directors, or employees.

- 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 the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The Contractor's obligations under this section shall not be limited by coverage decisions of any insurer providing insurance to the Contractor or by any insurance policy limits or limitations.
- D. The Contractor's duty to hold harmless and indemnify the Authority includes the obligation to provide defense at the Contractor's expense. The Authority has the right to approve the selection of counsel.
- E. Breach of this provision is considered to be a material breach of the contract.

### **32 Entire Agreement (RFQ)**

This Contract, together with all documents incorporated herein by reference, constitutes the entire agreement between the Authority and the Supplier. This Contract supersedes any and all oral or written understandings between the Authority and the Supplier relating to this purchase.

### **33 Compliance with Employment Eligibility Verification, Form I-9 and E-Verify**

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 thereunder, 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 thereunder, and that its subcontractors will maintain compliance as long as they are performing any work under this Contract.

The Contractor shall enroll as a contractor in the E-Verify system, available at: <https://www.e-verify.gov/>, or provide satisfactory proof to the Contracting Officer that the Contractor is registered with and participating in the E-Verify program.

The Contractor shall use E-Verify to verify all new employees, and comply with the requirements of the E-Verify program Memorandum of Understanding.

The Contractor shall provide proof to the Contracting Officer that all Subcontractors are registered with and participating in the E-Verify program and ensure the requirements of the E-Verify program are included in each subcontract that

- A. Is for:
  - 1. Commercial or non-commercial services (except for commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - 2. Construction or construction-related services;
- B. Has a value of more than \$3,000.

### **34 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.

### **35 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. Nondiscrimination: 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - 1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six 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 sponsor 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **36 Title VI List of Pertinent Nondiscrimination Act and 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, as amended (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.) (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, as amended (29 U.S.C. § 794 et seq.) (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);
- 49 U.S.C. § 47123 (prohibits discrimination based on race, creed, color, national origin, or sex by recipients of airport improvement grants from the U.S. Department of Transportation and/or Federal Aviation Administration);
- The Civil Rights Restoration Act of 1987, (PL 100-259) (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 (42 U.S.C. §§ 12131 – 12189) (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) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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. To ensure compliance with Title VI, the Contractor must take reasonable steps to ensure that LEP persons have meaningful access to the Contractor’s programs, activities, or services (70 Fed. Reg. 74087);
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq) (prohibits the Contractor from discriminating because of sex in education programs or activities).

### **37 Telecommunications and Video Surveillance Services or Equipment**

- A. In accordance with Federal Acquisition Regulation (FAR) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, the Contractor is prohibited from providing covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are defined in FAR 52.204-25, unless an exception as outlined in paragraph (B) applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- B. This provision does not prohibit the Contractor from providing:
1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- C. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (D) of this clause to the Contracting Officer, unless procedures for reporting the information are established elsewhere in this Contract. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.
- D. The Contractor shall report the following information pursuant to paragraph (C) of this clause:
1. Within one business day from the date of such identification or notification: the Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  2. Within 10 business days of submitting the information in paragraph (D)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

## SECTION VIII: ATTACHMENTS

### 1 Statement of Work