

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: LaQuasha Caesar TELEPHONE NUMBER: <i>(No Collect Calls)</i> 703-417-8385	
2. REQUEST FOR QUOTATIONS NUMBER 1-17-P160		3. DATE ISSUED October 6, 2017	
4. DESCRIPTION OF GOODS OR SERVICES Metropolitan Washington Airports Authority Request for Quotations (RFQ) for HP Scitex printer and accessories, in accordance with the Price Schedule included at Section III. All quotations for this solicitation must be submitted electronically no later than 3:00 PM October 20, 2017 to: Contracting@mwa.com . Please note that the RFQ number must be on the subject line of the email.			
5. LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT This Request for Quotations has a 100% LDBE participation requirement.			
6. DEADLINE FOR QUOTATION SUBMISSION All quotations for this solicitation must be submitted electronically no later than <u>3:00 PM October 20, 2017</u> to: Contracting@mwa.com .			
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>	
8A. TELEPHONE NUMBER		10A. E-MAIL ADDRESS	
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	
AMENDMENT NO.			
DATE		12B. SIGNATURE	12C. DATE

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Metropolitan Washington Airports Authority
PRICE SCHEDULE

NAME OF OFFEROR OR CONTRACTOR	SOLICITATION OR CONTRACT NUMBER	PAGE
	1-17-P160	III-1 of 1

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
SCOPE OF WORK: The Contractor shall provide insource capability for DCA Sign Shop to create banner and placard type signs in color and of great size.					
No substitutions permitted					
01	HP Scitex FB500 Printer, OEM part number CQ114A	1	Each	\$ _____	\$ _____
02	HP Scitex FB500 Roll-to-Roll Upgrade Kit, OEM part number CQ116A	1	Each	\$ _____	\$ _____
03	HP Scitex FB500 Extension Tables, OEM part number CQ117A	1	Each	\$ _____	\$ _____
04	HP Scitex FB500/950 Printer Cleaning Kit, OEM part number CQ121A	1	Each	\$ _____	\$ _____
05	HP UV Replacement Bulb, OEM part number CH231A	1	Each	\$ _____	\$ _____
06	HP Scitex Onyx ProductionHouse 12 RIP Software, HP OEM part number CQ756A	1	Each	\$ _____	\$ _____
	Grand Total - Items 01 through 06				\$ _____

BASIS OF AWARD: Award will be made to the lowest, responsible Quoter, whose quotation for the Grand Total price of items 01 through 06 is in conformance with the solicitation and whose price is fair, reasonable and realistic.

DELIVERY: All items shall be delivered to: Metropolitan Washington Airports Authority, Ronald Reagan Washington National Airport, Warehouse Building, MA-134 Washington DC 20001. Delivery is desired on or before 30 days ARO.

Quoter's promised delivery is _____ ARO.

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.
- 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-29
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 30 days ARO. All items shall be delivered to the following address:

Metropolitan Washington Airports Authority
Ronald Reagan Washington National Airport
Warehouse Building, MA-134
Washington, DC 20001
Attn: Sidney Conway (703) 417-8030

09 RESERVED

10 RESERVED

11 RESERVED

12 ITEMIZED LIST

Quoter's response to this RFQ shall include an itemized list clearly detailing all features and options included on the unit quoted in your response to this RFQ. This list shall include all items required by this RFQ to ensure

that the Authority can clearly determine conformance of the quotation to requirements. **Failure to complete and include this list shall result in your quotation being ruled non-conforming with the RFQ.**

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
 - Exhibit F, LDBE Certification Application or proof of certification

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

Seller shall maintain adequate liability, employer's liability and workers' compensation insurance to protect Buyer and Buyer's agents, employees and contractors with respect to the indemnity contained in Paragraph 28 and any claims under workers' compensation, safety and health and similar laws and regulations relating to the goods or services furnished hereunder. If requested, Seller shall furnish evidence of such insurance in form and substance satisfactory to Buyer.

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@mwaa.com or in hard copy to the following address:

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

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

Invoices shall be properly identified with the 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-29
2733 Crystal Drive
Arlington, VA 22202
Attn.: LAQUASHA CAESAR

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 MBE/WBE goal 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) 417-8625, 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 D1) 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 D1 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

As stated in Section IX(03), below, this contract is set aside for 100% performance by LDBEs or eligible LDBE joint ventures. The apparent successful prime offeror and any other LDBE firms that the offeror plans to use to perform this contract must be LDBE certified by the Authority not later than the date established by the Authority for the award of this contract. If they are not LDBE certified by that date, the Authority is under no obligation to delay the award until certification is obtained and the Authority may select another offeror for contract award. The Authority requires sufficient time to process LDBE certification applications. Consequently, the Authority strongly encourages firms to apply for and obtain their LDBE certifications as early as possible. Prospective LDBEs are encouraged to apply for certification prior to the deadline for submission of bids or proposals.

By signing the offer, offeror represents that it is eligible for LDBE certification and commits itself to achievement of the LDBE participation requirement listed in Section IX(03) below, unless a waiver request meeting the requirements of Section IX(04) is submitted with the offer. Failure to sign the offer to commit to the LDBE participation requirement or submit a waiver request with the offer may result in the offer being found to be in nonconformance with the RFP and rejected. The Authority will treat all other matters of LDBE participation (for example, whether the offeror has made a good faith effort to meet the LDBE requirement, the sufficiency of the submitted Contract Participation Form (Exhibit D), or whether an LDBE for whom preaward substitution is sought was proposed in good faith) as matters relating to the offeror's responsibility that the Authority may determine prior to award through communications with the offeror(s) in question. Unless the Authority declares otherwise, such communications with the offeror(s) in question do not constitute "negotiations" or "discussions" as these terms are used in the Authority's Contracting Manual and do not require communication with other offerors.

02 LDBE CERTIFICATION REQUIREMENTS

To be certified by the Authority as an LDBE, a firm must be a small 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, are also eligible to participate in the Authority's program. A table of a representative list of zip codes that fall within this 100-mile radius is attached as Exhibit B. A "small business" is defined, for LDBE purposes, as a firm that is not dominant in its field, and that meets the Authority's small business size standards for the goods it will be supplying or services it will be performing in this contract. The receipts of all affiliates of the LDBE applicant shall be counted in determining the size of the business. Some of the applicable small business size standard(s) for this solicitation are listed in Exhibit C. The apparent successful offeror who claims LDBE status, and all subcontractors claiming LDBE status, must be certified as such by the Authority prior to award of this contract and are subject to an investigation to establish status as a local disadvantaged business enterprise, in accordance with the criteria specified in Section IX(07)(A). The Contractor shall prompt, using reasonable measures, all LDBE firms participating in this contract, including itself, to renew their certifications and notify the Authority immediately of any change in status that would affect their eligibility for LDBE certification. If an LDBE certified firm participating in this contract outgrows the small business size standard (for example, the firm's annual gross receipts increase sufficiently during the term of this contract to cause the three year average of the LDBE's annual gross receipts to exceed the size standard) during the term of this contract, the firm will continue to be considered an LDBE for purposes of calculating LDBE participation for this contract until this contract expires, including any option years. If an LDBE certified firm participating in this contract, other than the Prime Contractor, becomes ineligible for LDBE certification for any reason other than growth during the term of this contract (e.g., the LDBE moves outside the local area or the LDBE is purchased by a large or non-local firm), the Authority reserves the right to require the Contractor to substitute a certified LDBE firm to

perform the ineligible LDBE's work under this contract. If the Prime Contractor becomes ineligible for LDBE certification for reasons other than growth, the Authority reserves the right to terminate the contract as soon as it is practical to do so. If this termination occurs, the Authority will compensate the Prime Contractor in accordance with the contract terms for the work performed up to the termination date and shall have no further obligation or liability to the Contractor.

03 LDBE PARTICIPATION REQUIREMENTS

A. The LDBE participation requirements which apply to this solicitation are as follows:

1. This solicitation is a 100% set-aside for eligible LDBEs or eligible LDBE joint ventures. This means that only eligible LDBEs or eligible LDBE joint ventures can be prime offerors and be awarded the contract. The definition of an eligible joint venture for a 100% set-aside contract is provided in Section IX(07)(D). Firms that are not LDBE cannot be Prime Contractors and cannot perform any work under this contract, except as permitted by Section IX(03)(A)(2), below. The Authority may consider the Contractor to be in breach of this if the contract work is performed by firms that are not LDBEs, unless expressly permitted by this contract or authorized in writing by the Authority.
2. Additionally, 100% of the work in a 100% set-aside must be performed by LDBEs unless the solicitation waives the LDBE participation requirement for specific work elements. This requirement for 100% LDBE performance can be met either by the Prime Contractor performing all of the work, or by the Prime Contractor and by LDBE subcontractors, suppliers, or manufacturers, collectively performing 100% of the work. In instances where the offeror is unable to meet the 100% LDBE requirements, he/she must request a waiver of the requirements and demonstrate that he/she has made good-faith efforts to meet the requirements [see Section IX(04)(A)].
3. No eligible LDBE prime offeror shall be considered for this 100% set-aside Contract unless it will perform a commercially useful function as defined in Section IX(07)(F).

No offeror that seeks to meet the LDBE requirements through subcontracting or through a joint venture shall be considered to have met the requirements unless the LDBE subcontractor and/or the LDBE joint venture partner is certified by the Authority and performs a commercially useful function as defined in Section IX(07)(F).

4. When modifications to the contract increase or decrease the total dollar value of the contract, the Contractor shall make best efforts under the circumstances to maintain the LDBE participation of one hundred percent (100%), minus any stated work element in the solicitation that may be specifically waived from meeting the LDBE participation requirements. The Contractor must submit a revised Contract Participation Form (Exhibit D) and Revised Letter of Intent (Exhibit E1), or other documentation acceptable to the Authority, which reflects changes in the LDBE participation associated with the modifications to the contract, within three (3) business days of the Contracting Officer's request.
5. The Authority discourages offerors and Contractors from the practice known as "shopping the contract" when such practice results in a disparate impact on subcontractors at any tier. Although offerors and Contractors are expected to provide the Authority with the best value possible for the work performed, this expectation should not be construed to mean that the Authority expects or condones any subcontractor, especially LDBEs, to perform work at an unreasonably low price.

6. The Authority is committed to significant participation of minority and woman-owned business enterprises (MBEs and WBEs) in this contract, and encourages offerors to meet the LDBE participation requirement with significant participation by MBEs and WBEs who qualify as LDBEs.
- B. Where subcontracting is proposed, the Authority may evaluate the amount of work subcontracted, the industry practices involved, and any other relevant factors in determining whether the LDBE is performing a commercially useful function.
- C. Computing LDBE Participation

Offerors shall apply the following rules to determine whether their proposed LDBE participation will meet the contract's 100% LDBE requirement [see Section IX(03)(A)(1) and (A)(2)]

1. A prime offeror who is an eligible LDBE certified by the Authority can count the amount of its own participation in the contract towards the LDBE requirement, provided that it is performing a commercially useful function as defined in Section IX(07)(F).
2. Subject to the conditions in Section IX(03)(C) (3-5) below an LDBE prime offeror (including an eligible joint venture as defined in Section IX(07)(D)), who plans to subcontract work to others can count towards its LDBE requirement the total dollar value of the first-tier subcontracts, provided that each first-tier subcontractor is an eligible LDBE subcontractor certified by the Authority, and performs a commercially useful function in the work of the contract as defined in Section IX(07)(F). There should be at least 40% LDBE prime contractor performance, unless a self-performance requirement is specified elsewhere in this solicitation. In considering normal industry practices, the Authority recognizes that LDBE subcontractors, due to various specialties, may be required to enter into subcontract agreements. The value of the subcontract shall not exceed 20% of the subcontract value unless the Authority gives written approval of a higher percentage. It is the responsibility of the prime offeror to disclose subcontracting information to the Authority and seek Authority written approval of its LDBE subcontracting arrangements. The Authority reserves the right to determine if an LDBE that subcontracts work is performing a commercially useful function as defined in Section IX(07)(F).
3. If an LDBE prime offeror plans to obtain supplies or materials from stocking and non-stocking suppliers, distributors, or manufacturers, they must be certified as LDBE by the Authority. The LDBE prime offeror may then count:
 - a. 100% of the entire expenditure to an LDBE manufacturer (i.e., a producer of goods from raw materials or one which substantially alters them before resale).
 - b. 100% of the expenditures to LDBE stocking suppliers or distributors where the LDBE assumes the actual responsibility for directly providing the materials and supplies.
 - c. 100% of the expenditures to an LDBE non-stocking supplier, (i.e., broker, agent, or packager), toward the LDBE requirement.
 - d. If the prime is unable to obtain specific equipment, supplies or materials identified in the contract specifications from LDBEs, the prime offeror must submit a Request for Waiver (Exhibit H) and the LDBE Unavailability Certification Form (Exhibit I) for that portion of the work which cannot be fulfilled utilizing an eligible LDBE certified subcontractor. The forms should be submitted at the time of the offer with the Ex. D. The clause could

possibly be applied to certain required services but this would be reviewed on a case-by-case basis.

4. An LDBE prime offeror who plans to obtain the services of an LDBE hauling/trucking firm may count towards its LDBE requirement:
 - a. The full value of the transportation services provided by the LDBE, provided that the LDBE hauling/trucking subcontractor is using trucks it owns, insures, and operates using drivers it employs, is performing a commercially useful function as defined in Section IX(07)(F) and is certified as a LDBE by the Authority under an appropriate SIC code. The LDBE may also receive credit for the full value of the transportation services it provides using trucks leased from another LDBE firm, including an owner operator who is certified as a LDBE. The LDBE who leases trucks from a non-LDBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The LDBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by an LDBE.
 - b. The cost of materials/supplies may not be counted toward the total value of the hauling firm's subcontract unless the LDBE hauling firm is also certified as a LDBE stocking supplier or non-stocking supplier, and requirements in Section IX (03)(C)(3) are met. The total subcontract value, the hauling/trucking fee, and the materials price shall be listed on Exhibits D and E as separate line items.
5. An LDBE prime offeror who plans to lease or rent equipment from an LDBE equipment rental firm may count the total value of the rental/lease contract provided that:
 - a. the equipment is used for the performance of a distinct element of the contract work; and,
 - b. the rental/lease cost(s) are not in excess of industry standard rates for leased or rented equipment; and,
 - c. the LDBE equipment rental firm must actually own or control the equipment and maintain a yard or other facility where such equipment is stored; and,
 - d. the LDBE equipment rental firm is certified as an LDBE by the Authority in the rental of applicable equipment.
6. Only the prime offeror's direct cost of bonafide LDBE services which are obtained by the prime offeror expressly and solely for the performance of a distinct element of the contract may be counted towards the LDBE requirement. A prime offeror's administrative or overhead expenses as they may relate to the LDBE subcontractor or to any other administrative or overhead expenses will not be counted towards the requirement.

D. Offeror Conformance with LDBE Requirements

1. Documents to Be Submitted With Offer.

By signing the offer, offeror commits itself to achievement of the LDBE participation requirement listed in Section IX(03).

- a. To be in conformance with this solicitation, the offeror is required to commit to meeting the LDBE participation requirement in Section IX(03) above. The offeror's signature on the offer signifies the offeror's commitment. If the offeror is unable to commit to the LDBE requirement, it must submit with its offer a Request for Waiver (Exhibit H) in accordance with the requirements of Section IX(04) below to be in conformance with this solicitation; provided, however, the requirement that this contract be awarded to an LDBE prime contractor or LDBE joint venture shall not be waived.
 - b. All eligible LDBE prime offerors shall submit a Contract Participation Form (Exhibit D) with their offers. Exhibit D is to list all firms that are participating in the contract and to provide all information required by the Exhibit. This form must be signed and dated by the Prime Contractor's representative. (Note: Requirements for submission of certification documents set forth in Section IX(03)(D)(3) must also be met.) Offerors are also asked to identify whether or not the LDBE firms listed on Exhibit D are also MBEs and WBEs.
2. Documents to Be Submitted After Offer Submission
- a. Letters of Intent

The apparent successful offeror shall submit original signed Letters of Intent (Exhibit E) from each of the LDBEs identified on the Contract Participation Form (Exhibit D) as those firms which will be used to meet the LDBE requirement of this solicitation. These Letters of Intent must be submitted within three (3) business days after the Contracting Officer's request. Each Exhibit E shall be completely filled out and signed by the LDBE and co-signed by the offeror. A detailed description of the LDBE's scope of work must be provided on Exhibit E.

In an RFP process, the signed Letter of Intent (Exhibit E) represents an intent by the LDBE to perform the subcontract at the price stated on the Contract Participation Form (Exhibit D), if the offer is accepted by the Authority without negotiation. However, if price negotiation occurs, e.g., the Authority requests a best and final offer, the offeror shall submit a revised Exhibit D with its revised offer, and within three (3) business days after the Contracting Officer's request, Exhibit E. The offeror is not required to renegotiate prices with any LDBEs identified on the initial Exhibit D; consequently, the revised Exhibit D submitted after negotiations between the Authority and the offeror is not required to show any change to the original price agreed to by the LDBE.
 - b. LDBE Certification
 1. All LDBEs participating in the contract to be awarded must be certified by the Authority as LDBEs prior to award of this contract. All joint venture(s) must be formally LDBE certified by the Authority as an eligible joint venture under this section prior to award of this contract. The definitions and qualifications for LDBEs and eligible joint ventures are outlined in Section IX(07). Each LDBE or LDBE joint venture that is not currently LDBE certified by the Authority, must submit a completed Application for LDBE Certification (Exhibit F) to the Authority. This Application should be submitted prior to bid or proposal submission, if possible, or promptly thereafter.

2. The apparent successful offeror shall submit the following no later than three (3) business days after notification by the Contracting Officer unless otherwise determined by the Contracting Officer:

For each LDBE that is listed by the offeror, that is not currently LDBE certified by the Authority, and that has not previously submitted a completed Application for LDBE Certification, the offeror shall submit a completed Application for LDBE Certification (Exhibit F). The completed Exhibit F shall be submitted by the LDBE applicant firm in a sealed envelope identified as "Proprietary Data for Use by the Authority only". The application must be fully completed and must include all documents required by the application. If the Authority determines, after receiving the application, that any information or document is missing from the application, the offeror shall take reasonable steps to have such missing information or document delivered by the LDBE applicant to the Authority within two (2) business days of being notified (unless another time period is established by the Authority). If an LDBE is already certified by the Authority as an LDBE, the apparent successful offeror may submit a copy of the LDBE certification letter (certification must be current), or submit the firm's LDBE certification number and expiration date. (LDBE joint venture partners must also complete the Authority LDBE application for themselves and any LDBE subcontractors following the above procedures for LDBE certification unless currently certified by the Authority.)

3. If the offeror is a joint venture, the joint venture should also submit the Application for Joint Venture Eligibility (Exhibit G) as early as possible, either prior to the bid or proposal submission deadline or promptly thereafter.
4. The Prime Contractor and all other LDBEs participating in the contract shall keep their LDBE certifications current and shall immediately notify the Authority if they become ineligible for LDBE certification.

3. Failure to Submit Documents and Information

Failure to submit Contract Participation Form (Exhibit D), Letters of Intent (Exhibit E), LDBE Certification Application (Exhibit F) (if needed), or LDBE Waiver Request Procedure (Exhibit H) (if applicable), by the deadline specified by the Contracting Officer, may result in rejection of the offer.

04 REQUEST FOR WAIVER

- A. If an offeror is unable to meet all or any part of the LDBE participation requirements specified in this solicitation, the offeror must submit a Request for Waiver (Exhibit H) of this requirement with the offer. Exhibit H must demonstrate that the offeror has made a good faith effort to meet this LDBE participation requirement. The Request for Waiver must include a detailed report of the efforts employed by the offeror to meet the LDBE requirement, and such reporting must sufficiently satisfy the Authority that the requested waiver is justified. If the Authority is not satisfied that the requested waiver is justified, the Authority may find that the offeror is not in conformance with the RFP and reject the offer. A waiver of any portion of the LDBE requirements does not relieve the offeror of its responsibilities and requirements under Section IX(03)(D) concerning submission of the Contract Participation Form (Exhibit D), Letters of Intent (Exhibit E) and certification documents for the LDBE participation that the offeror has proposed.

- B. The offeror's report supporting the waiver request shall include documentation to substantiate that good faith efforts were made. The following is a sample listing of the efforts that an offeror may make. This list is not intended to be exclusive or exhaustive.
1. Attend any pre-bid or pre-proposal meetings that are scheduled by the Authority;
 2. Advertise in major circulation newspapers such as the Washington Post, trade association publications, and disadvantaged and minority and women oriented media concerning the subcontracting opportunities;
 3. Provide written notice to a reasonable number of specific LDBEs that their interest in the contract is being solicited, in sufficient time to allow the LDBEs to participate effectively;
 4. Follow up initial solicitations of interest by contacting LDBEs to determine with certainty whether the LDBEs were interested;
 5. Select portions of the work to be performed by LDBEs in a manner that will increase the likelihood of meeting the LDBE requirement;
 6. Select available LDBEs whose work/business history demonstrates capability to perform the work of the subcontract;
 7. Provide interested LDBEs with adequate information about the plans, specifications and requirements of the contract;
 8. Negotiate in good faith with interested LDBEs, and not reject LDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities; and,
 9. Make efforts to assist interested LDBEs in obtaining bonding and/or insurance.

The good faith effort of an LDBE offeror (if it is unable to meet all of the LDBE requirements) shall be evaluated by the Authority to determine whether the efforts to obtain LDBE participation were those that a firm aggressively seeking subcontractors would take in the normal course of doing business; whether the steps taken had a reasonable probability of success; and whether based upon the size, scope and complexity of the subcontract, there were qualified LDBE firms available and willing to accept the contract at a competitive price.

Efforts that are merely pro forma are not good faith efforts to meet the requirement. Efforts to obtain LDBE participation are considered pro forma, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of LDBE participation to meet the LDBE requirement. For example, advertising or bulk mailings, alone or together, are considered pro forma and not good faith efforts unless followed up with telephone calls and/or correspondence consistent with normal business practice. If the LDBE provides a quote or an offer, reasonable efforts to negotiate must be demonstrated.

C. Documents Required for Request for Waiver

1. The Request for Waiver (Exhibit H) of any portion of the LDBE requirement, the report of Good Faith Efforts, and all documentation of good faith efforts shall be submitted by an offeror with its offer by the offer deadline. Failure to submit the request for waiver with the offer will cause the offer to be rejected as nonconforming to the solicitation.

2. LDBE Unavailability Certification Form (Exhibit I) is to be used if the LDBE contacted responded to the prime offeror and stated that it was unavailable for a specific reason. These forms, if applicable, shall be submitted with the Request for Waiver (Exhibit H) of the requirement.
- D. The Authority's Department of Supplier Diversity will assist offerors by identifying Authority certified LDBE firms and minority-owned and woman-owned firms. Upon request, a directory of certified LDBEs and certified Disadvantaged Business Enterprises (DBEs) who may be eligible LDBEs will be provided for information only. The Authority does not warrant or guarantee the performance capability of any firms listed therein. The Authority's Department of Supplier Diversity may be contacted at 703-417-8625, or at the following address: Metropolitan Washington Airports Authority, Department of Supplier Diversity, 1 Aviation Circle, Washington, DC 20001-6000.

05 PRE-AWARD SUBSTITUTIONS

The Authority expects contractors to achieve LDBE participation using the firm(s) specified on the Contract Participation Form (Exhibit D). On occasion it may be necessary to substitute other firms to achieve the LDBE participation. No substitution may occur without the Authority's prior written approval. The Authority will approve a proposed substitution if it determines that the offeror has acted in good faith in attempting to meet the LDBE participation achievement and if the Authority concurs that the substitution is necessary. The following are some examples of when substitution may be necessary:

- A. Failure to qualify as an LDBE, if the firm was proposed in good faith by the offeror.
- B. Death or physical disability, if the named LDBE subcontractor, or LDBE partner of the joint venture is an individual.
- C. Dissolution, if a corporation or partnership.
- D. Bankruptcy.
- E. Inability to furnish the required performance and payment bond.
- F. Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- G. Failure or refusal to execute the subcontract in accordance with the terms of an offer negotiated with the Contractor, but only where the Contracting Officer can ascertain with reasonable certainty the terms of such offer. In the absence of any other factors, such a failure or refusal will be considered an unusual situation only if the successful offeror obtained an enforceable commitment from the subcontractor involved.
- H. Failure to comply with the terms and conditions of the contract or those of its subcontract or joint venture agreement.
- I. Voluntary decision by the LDBE to not participate on the project prior to signing the Letter of Intent (Exhibit E).
- J. The Authority determines that a named LDBE is not likely to be performing a commercially useful function or is unable to perform work of the nature and scope claimed for it and the Authority finds that the offeror acted in good faith with respect to its decision to propose that LDBE.

06 POST-AWARD COMPLIANCE**A. Compliance Reviews**

1. The Authority may conduct post-award compliance reviews to ensure that the named LDBEs on the original or, as a result of contract modification, amended Contract Participation Form (Exhibit D), submitted to and accepted by the Authority, perform the work as assigned, and at least at the agreed price that was identified on Exhibit D. Specifically, compliance reviews verify: (1) the participation of those LDBE prime contractor(s) and subcontractors identified on Exhibit D; (2) the scope of work for each LDBE listed on Exhibit D; and, (3) at least at the agreed price identified for each LDBE listed on Exhibit D. The Authority may use the Invoice Attachment Form (Exhibit J) and any other appropriate information, to verify the participation of each LDBE prime Contractor and subcontractor identified on Exhibit D, as submitted by the Contractor. Delineated on these forms will be the activities of all first tier subcontractors (and second or third tier subcontractors, if required), including contract amount and reported payment, for the purpose of monitoring the progress of all phases of the contract. Voluntary MBE/WBE participation will also be reported on Exhibit J.
2. The Authority is committed to equitable treatment and meaningful utilization of, and timely payment and return of retainage to, LDBE subcontractors. All offerors are advised that the contract resulting from this solicitation will include the subcontractor payments provision referenced in Section VII (04)(C).) This provision must be incorporated into all subcontracts exceeding \$5,000.

B. By accepting the contract, the Contractor agrees to the following requirements:

1. The Contractor shall prompt, with reasonable measures, to require that all LDBE firms participating in this contract renew their LDBE certifications and notify the Authority immediately of any change in status that would affect their eligibility for LDBE certification.
2. The Contractor shall submit a revised Contract Participation Form (Exhibit D) and Revised Letter(s) of Intent (Exhibit E1), or other documentation acceptable to the Authority, which reflects changes in the LDBE participation associated with the modifications to the contract. **A revised Exhibit D, if required, shall be provided to the Contracting Officer concurrent with submission of the proposal for the changed work. Revised Exhibit(s) E1, if required, shall be provided to the Contracting Officer concurrent with submission of the signed modification.**
3. The Contractor shall submit a completed Invoice Attachment Form (Exhibit J) with each invoice. The Contractor is responsible for the accuracy of all information reported.
4. The Contractor shall allow the Authority access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information and accounting records, for the purpose of ascertaining whether the LDBEs are performing the scheduled subcontract work and the Contractor is otherwise in compliance with the contract's LDBE participation requirements.
5. The Contractor shall maintain LDBE subcontractor records of all LDBE subcontracting activities. These records shall include current LDBE subcontractor logs, the Authority's Invoice Attachment Form (Exhibit J) and evidence of payments to LDBE subcontractors, including but not limited to, copies of canceled checks and paid invoices. These records must evidence compliance with the terms of the contract. Copies of these records will be available to the Contracting Officer or the Equal Opportunity Specialist to review. The Contractor shall document any changes in

LDBE subcontractor(s) resulting from new LDBE subcontracts, completion of existing LDBE contracts or approved substitution of an LDBE subcontractor.

6. The Contractor shall maintain a detailed record of every non-compliance issue and corrective action taken. Examples of non-compliance issues are found in Section IX(06)(C).
- C. The Contractor shall be found to be in non-compliance if the Contractor fails to fulfill the LDBE participation commitment contained in the Contract Participation Form (Exhibit D) and Letter(s) of Intent (Exhibit E), or in revisions to these documents. The following are examples of non-compliance:
1. The terms of a subcontract with an LDBE do not agree with the Contract Participation Form (Exhibit D) and/or Letter of Intent (Exhibit E).
 2. A firm other than the LDBE listed on the Contract Participation Form (Exhibit D) is performing the subcontract work listed on Exhibit D, unless the substitution was authorized by the Authority. The Invoice Attachment Form (Exhibit J) may be used by the Authority to monitor the activities of LDBEs and to identify incidents of non-compliance.
 3. The Contractor is purchasing the supplies or materials when the Contractor has represented to the Authority that the LDBE subcontractor will supply both the labor and supplies or materials for the subcontract.
 4. The Contractor requires the LDBE subcontractor to perform additional work that was not agreed to in the Letter of Intent (Exhibit E) and the formal contract between the Contractor and the LDBE subcontractor, without additional compensation, and without filing a Revised Letter of Intent (Exhibit E1) with the Authority.
 5. The Contractor is paying the LDBE subcontractor less than the agreed price of the subcontract as defined in the Letter of Intent (Exhibit E), or in the Revised Letter of Intent (Exhibit E1) without cause.
 6. The Contractor is not paying the LDBE subcontractor in accordance with the payment provisions of their subcontract.
 7. The Contractor fails to submit Invoice Attachment Form (Exhibit J) with his/her invoice submittal, and other documents requested for the purpose of conducting a post-award compliance review.
 8. The Contractor's payments to an LDBE subcontractor do not meet the LDBE dollar commitment made in the Contract Participation Form (Exhibit D).
 9. The Contractor fails to accurately report payments to the LDBE subcontractor on the Invoice Attachment Form (Exhibit J).
 10. The LDBE subcontractor is not performing a commercially useful function as defined in Section IX(07)(F).
- D. If the Contractor is found to be in non-compliance, the Authority may impose appropriate sanctions, (including, but not limited to, withholding of payments or termination of the contract in accordance with the DEFAULT provision) if corrective action acceptable to the Authority is not taken within forty-eight (48) hours (or such other time period deemed appropriate by the Contracting Officer) after notification by the Contracting Officer.

- E. If an LDBE listed on the Contract Participation Form (Exhibit D) is determined not to be performing a commercially useful function and it is determined by the Authority that a misrepresentation was made by the LDBE, the firm's LDBE certification with the Authority may be revoked. In such cases, the Contractor will be required to replace the LDBE subcontractor found to be ineligible with another eligible, certifiable LDBE approved by the Authority, that will perform a commercially useful function.
- F. POST-AWARD SUBSTITUTION: The Authority may permit the LDBE Contractor to make post-award LDBE substitutions consistent with the principles established in Section IX(05). Since this contract is 100% set-aside for LDBE participation, only LDBE firms may participate as Prime Contractors or perform work under this contract, unless waived in writing by the Authority.

07 DEFINITIONS

- A. An LDBE is defined as a small business concern that is organized for profit and that is located within a 100-mile radius of the District of Columbia's zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary are also eligible to participate in the Authority's LDBE program. "Located" means that as of the date of its LDBE application, a business entity has an established office or place of business within a city, county, or town within the 100-mile radius referenced above. Evidence of whether a business is "located" within the region include: an office address within the 100-mile radius that is not a post office box and that is not an office principally devoted to the performance of work on a single project, and; the firm's owner, management, or the firm's employees are present and conduct the firm's business on a regular and frequent basis at that address. In addition, the firm must have one or more of the following: a business license or registration to do business locally, if applicable to the business; receipts showing payment of local taxes by the business; current performance of work in the local area; or other evidence that demonstrates that the business entity has an established local presence, and that its local presence is not just in connection with performance of a contract or project that it has received, or that it anticipates receiving, from the Authority or any other entity. A residential address will not be considered an office address unless the firm demonstrates to the Authority that the residence is used on a full-time basis during business hours for conducting the firm's business.

Further, a local office that principally serves to market the firm locally is not considered to have an established local presence, unless the office is used full-time by principals and employees of the firm, the firm pays local taxes and the office is used for the current performance of work in the local area. A firm that is doing business from a local telework center, or similar facility in which businesses share facilities, such as receptionists or copiers, on a short or long term basis, will not be considered to have a sufficient local presence unless the firm's principals and employees use it on a full-time basis.

A "small business" is defined, for LDBE purposes, as a firm that is not dominant in its field, and that meets the Authority's small business size standards for the goods it will be supplying or services it will be performing in a specific solicitation. The receipts of the business or the number of employees, whichever is applicable to the size standard in question, including all affiliates, will be counted in determining size of the firm. The Authority uses the Small Business Administration regulations, 13 CFR Part 121, as guidance in determining whether firms are affiliates of each other. A firm is not considered dominant in its field of operation when it does not exercise a controlling or major influence in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration will be given to all appropriate factors including volume of business, number of employees, financial resources, and competitive status or position.

- B. "Affiliates:" Business concerns are affiliates of each other when either directly or indirectly, (1) one business concern controls or has the power to control the other, or (2) a third party or parties controls or has the power to control both. In determining whether business concerns are affiliated, consideration

shall be given to all appropriate factors, including common ownership, common management, and contractual relationships. The provisions of 13 CFR Part 121 will be used to guide the Authority in determining whether firms are affiliated.

- C. For purposes of Section IX of this solicitation, the term "subcontractor" shall mean an individual or firm with which the offeror proposes to enter into a contract for the performance of goods and/or services for the offeror. The term "subcontractor" shall refer only to first tier subcontractors unless the contract also permits second tier subcontracting.
- D. The term "joint venture" shall mean an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and/or knowledge. In solicitations which are set-aside 100% for LDBEs, a joint venture competing as a prime offeror is eligible to compete as an LDBE joint venture if each business comprising the joint venture meets the requirements for an eligible LDBE. The LDBE joint venture shall perform a commercially useful function and each business comprising the joint venture shall share proportionately in the control, management, responsibility, risks and profits.
- E. "Minority Business Enterprises and Women Business Enterprises" (MBE/WBE). The Authority is committed to achieving significant participation of minority and woman-owned businesses in its contracting opportunities. To be considered a minority or woman-owned business enterprise, the business concern must be at least 51 percent owned and controlled by one or more minority (African American, Hispanic American, Native American, Asian-Indian American, Asian Pacific American) or female individuals. The firm's management and daily business operations must be controlled by one or more of the qualifying individuals who own it.
- F. "Commercially Useful Function:"

An LDBE is considered to perform a commercially useful function when it:

1. Engages in meaningful work that provides for a performance of a distinct element of the contract where that distinct element of work is worthy of the dollar amount to be awarded to the LDBE; and,
2. Carries out its responsibilities by actually performing, managing, and supervising the work involved.

Metropolitan Washington Airports Authority

ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zip Code	State	County	Zip Code	State	County	Zip Code	State	County
20001	DC	DISTRICT OF COLUMBIA	20613	MD	PRINCE GEORGE'S	20774	MD	PRINCE GEORGE'S	21071	MD	BALTIMORE
20002	DC	DISTRICT OF COLUMBIA	20615	MD	CALVERT	20776	MD	ANNE ARUNDEL	21074	MD	CARROLL
20003	DC	DISTRICT OF COLUMBIA	20616	MD	CHARLES	20777	MD	HOWARD	21075	MD	HOWARD
20004	DC	DISTRICT OF COLUMBIA	20617	MD	CHARLES	20778	MD	ANNE ARUNDEL	21076	MD	ANNE ARUNDEL
20005	DC	DISTRICT OF COLUMBIA	20618	MD	ST. MARY'S	20779	MD	ANNE ARUNDEL	21077	MD	ANNE ARUNDEL
20006	DC	DISTRICT OF COLUMBIA	20619	MD	ST. MARY'S	20781	MD	PRINCE GEORGE'S	21078	MD	HARFORD
20007	DC	DISTRICT OF COLUMBIA	20620	MD	ST. MARY'S	20782	MD	PRINCE GEORGE'S	21082	MD	BALTIMORE
20008	DC	DISTRICT OF COLUMBIA	20621	MD	ST. MARY'S	20783	MD	PRINCE GEORGE'S	21084	MD	HARFORD
20009	DC	DISTRICT OF COLUMBIA	20622	MD	ST. MARY'S	20784	MD	PRINCE GEORGE'S	21085	MD	HARFORD
20010	DC	DISTRICT OF COLUMBIA	20623	MD	PRINCE GEORGE'S	20785	MD	PRINCE GEORGE'S	21087	MD	BALTIMORE
20011	DC	DISTRICT OF COLUMBIA	20624	MD	ST. MARY'S	20794	MD	HOWARD	21090	MD	ANNE ARUNDEL
20012	DC	DISTRICT OF COLUMBIA	20626	MD	ST. MARY'S	20812	MD	MONTGOMERY	21093	MD	BALTIMORE
20015	DC	DISTRICT OF COLUMBIA	20628	MD	ST. MARY'S	20814	MD	MONTGOMERY	21102	MD	CARROLL
20016	DC	DISTRICT OF COLUMBIA	20630	MD	ST. MARY'S	20815	MD	MONTGOMERY	21104	MD	CARROLL
20017	DC	DISTRICT OF COLUMBIA	20632	MD	CHARLES	20816	MD	MONTGOMERY	21108	MD	ANNE ARUNDEL
20018	DC	DISTRICT OF COLUMBIA	20634	MD	ST. MARY'S	20817	MD	MONTGOMERY	21111	MD	BALTIMORE
20019	DC	DISTRICT OF COLUMBIA	20636	MD	ST. MARY'S	20818	MD	MONTGOMERY	21113	MD	ANNE ARUNDEL
20020	DC	DISTRICT OF COLUMBIA	20637	MD	CHARLES	20832	MD	MONTGOMERY	21114	MD	ANNE ARUNDEL
20024	DC	DISTRICT OF COLUMBIA	20639	MD	CALVERT	20833	MD	MONTGOMERY	21117	MD	BALTIMORE
20032	DC	DISTRICT OF COLUMBIA	20640	MD	CHARLES	20837	MD	MONTGOMERY	21120	MD	BALTIMORE
20036	DC	DISTRICT OF COLUMBIA	20645	MD	CHARLES	20838	MD	MONTGOMERY	21122	MD	ANNE ARUNDEL
20037	DC	DISTRICT OF COLUMBIA	20646	MD	CHARLES	20839	MD	MONTGOMERY	21128	MD	BALTIMORE
20045	DC	DISTRICT OF COLUMBIA	20650	MD	ST. MARY'S	20841	MD	MONTGOMERY	21131	MD	BALTIMORE
20099	DC	DISTRICT OF COLUMBIA	20653	MD	ST. MARY'S	20842	MD	MONTGOMERY	21132	MD	HARFORD
20260	DC	DISTRICT OF COLUMBIA	20656	MD	ST. MARY'S	20850	MD	MONTGOMERY	21133	MD	BALTIMORE
20336	DC	DISTRICT OF COLUMBIA	20657	MD	CALVERT	20851	MD	MONTGOMERY	21136	MD	BALTIMORE
20374	DC	DISTRICT OF COLUMBIA	20658	MD	CHARLES	20852	MD	MONTGOMERY	21140	MD	ANNE ARUNDEL
20376	DC	DISTRICT OF COLUMBIA	20659	MD	ST. MARY'S	20853	MD	MONTGOMERY	21144	MD	ANNE ARUNDEL
20388	DC	DISTRICT OF COLUMBIA	20662	MD	CHARLES	20854	MD	MONTGOMERY	21146	MD	ANNE ARUNDEL
20391	DC	DISTRICT OF COLUMBIA	20664	MD	CHARLES	20855	MD	MONTGOMERY	21152	MD	BALTIMORE
20398	DC	DISTRICT OF COLUMBIA	20667	MD	ST. MARY'S	20860	MD	MONTGOMERY	21154	MD	HARFORD
20500	DC	DISTRICT OF COLUMBIA	20670	MD	ST. MARY'S	20861	MD	MONTGOMERY	21155	MD	BALTIMORE
19701	DE	NEW CASTLE	20674	MD	ST. MARY'S	20862	MD	MONTGOMERY	21156	MD	BALTIMORE
19702	DE	NEW CASTLE	20675	MD	CHARLES	20866	MD	MONTGOMERY	21157	MD	CARROLL
19707	DE	NEW CASTLE	20676	MD	CALVERT	20868	MD	MONTGOMERY	21158	MD	CARROLL
19709	DE	NEW CASTLE	20677	MD	CHARLES	20871	MD	MONTGOMERY	21160	MD	HARFORD
19711	DE	NEW CASTLE	20678	MD	CALVERT	20872	MD	MONTGOMERY	21161	MD	HARFORD
19713	DE	NEW CASTLE	20680	MD	ST. MARY'S	20874	MD	MONTGOMERY	21162	MD	BALTIMORE
19716	DE	NEW CASTLE	20684	MD	ST. MARY'S	20876	MD	MONTGOMERY	21163	MD	HOWARD
19717	DE	NEW CASTLE	20685	MD	CALVERT	20877	MD	MONTGOMERY	21201	MD	BALTIMORE (CITY)
19720	DE	NEW CASTLE	20687	MD	ST. MARY'S	20878	MD	MONTGOMERY	21202	MD	BALTIMORE (CITY)
19734	DE	NEW CASTLE	20688	MD	CALVERT	20879	MD	MONTGOMERY	21204	MD	BALTIMORE
19735	DE	NEW CASTLE	20689	MD	CALVERT	20882	MD	MONTGOMERY	21205	MD	BALTIMORE (CITY)
19736	DE	NEW CASTLE	20690	MD	ST. MARY'S	20886	MD	MONTGOMERY	21206	MD	BALTIMORE (CITY)
19801	DE	NEW CASTLE	20692	MD	ST. MARY'S	20895	MD	MONTGOMERY	21207	MD	BALTIMORE
19802	DE	NEW CASTLE	20693	MD	CHARLES	20901	MD	MONTGOMERY	21208	MD	BALTIMORE
19804	DE	NEW CASTLE	20695	MD	CHARLES	20902	MD	MONTGOMERY	21209	MD	BALTIMORE (CITY)
19805	DE	NEW CASTLE	20701	MD	HOWARD	20903	MD	MONTGOMERY	21210	MD	BALTIMORE (CITY)
19806	DE	NEW CASTLE	20705	MD	PRINCE GEORGE'S	20904	MD	MONTGOMERY	21211	MD	BALTIMORE (CITY)
19807	DE	NEW CASTLE	20706	MD	PRINCE GEORGE'S	20905	MD	MONTGOMERY	21212	MD	BALTIMORE (CITY)
19808	DE	NEW CASTLE	20707	MD	PRINCE GEORGE'S	20906	MD	MONTGOMERY	21213	MD	BALTIMORE (CITY)
19901	DE	KENT	20708	MD	PRINCE GEORGE'S	20910	MD	MONTGOMERY	21214	MD	BALTIMORE (CITY)
19902	DE	KENT	20710	MD	PRINCE GEORGE'S	20912	MD	MONTGOMERY	21215	MD	BALTIMORE (CITY)
19904	DE	KENT	20711	MD	ANNE ARUNDEL	21001	MD	HARFORD	21216	MD	BALTIMORE (CITY)
19906	DE	KENT	20712	MD	PRINCE GEORGE'S	21005	MD	HARFORD	21217	MD	BALTIMORE (CITY)
19931	DE	SUSSEX	20714	MD	CALVERT	21009	MD	HARFORD	21218	MD	BALTIMORE (CITY)
19933	DE	SUSSEX	20715	MD	PRINCE GEORGE'S	21010	MD	HARFORD	21219	MD	BALTIMORE
19934	DE	KENT	20716	MD	PRINCE GEORGE'S	21012	MD	ANNE ARUNDEL	21220	MD	BALTIMORE
19938	DE	KENT	20720	MD	PRINCE GEORGE'S	21013	MD	BALTIMORE	21221	MD	BALTIMORE
19939	DE	SUSSEX	20721	MD	PRINCE GEORGE'S	21014	MD	HARFORD	21222	MD	BALTIMORE
19940	DE	SUSSEX	20722	MD	PRINCE GEORGE'S	21015	MD	HARFORD	21223	MD	BALTIMORE (CITY)
19941	DE	SUSSEX	20723	MD	HOWARD	21017	MD	HARFORD	21224	MD	BALTIMORE (CITY)
19943	DE	KENT	20724	MD	ANNE ARUNDEL	21028	MD	HARFORD	21225	MD	BALTIMORE (CITY)
19946	DE	KENT	20732	MD	CALVERT	21029	MD	HOWARD	21226	MD	ANNE ARUNDEL
19947	DE	SUSSEX	20733	MD	ANNE ARUNDEL	21030	MD	BALTIMORE	21227	MD	BALTIMORE
19950	DE	SUSSEX	20735	MD	PRINCE GEORGE'S	21031	MD	BALTIMORE	21228	MD	BALTIMORE
19952	DE	KENT	20736	MD	CALVERT	21032	MD	ANNE ARUNDEL	21229	MD	BALTIMORE (CITY)
19953	DE	KENT	20737	MD	PRINCE GEORGE'S	21034	MD	HARFORD	21230	MD	BALTIMORE (CITY)
19954	DE	KENT	20740	MD	PRINCE GEORGE'S	21035	MD	ANNE ARUNDEL	21231	MD	BALTIMORE (CITY)
19956	DE	SUSSEX	20743	MD	PRINCE GEORGE'S	21036	MD	HOWARD	21233	MD	BALTIMORE (CITY)
19960	DE	SUSSEX	20744	MD	PRINCE GEORGE'S	21037	MD	ANNE ARUNDEL	21234	MD	BALTIMORE
19962	DE	KENT	20745	MD	PRINCE GEORGE'S	21040	MD	HARFORD	21236	MD	BALTIMORE
19963	DE	SUSSEX	20746	MD	PRINCE GEORGE'S	21042	MD	HOWARD	21237	MD	BALTIMORE
19964	DE	KENT	20747	MD	PRINCE GEORGE'S	21043	MD	HOWARD	21239	MD	BALTIMORE (CITY)
19968	DE	SUSSEX	20748	MD	PRINCE GEORGE'S	21044	MD	HOWARD	21240	MD	ANNE ARUNDEL
19973	DE	SUSSEX	20751	MD	ANNE ARUNDEL	21045	MD	HOWARD	21244	MD	BALTIMORE
19977	DE	KENT	20754	MD	CALVERT	21046	MD	HOWARD	21286	MD	BALTIMORE
19979	DE	KENT	20755	MD	ANNE ARUNDEL	21047	MD	HARFORD	21401	MD	ANNE ARUNDEL
20601	MD	CHARLES	20758	MD	ANNE ARUNDEL	21048	MD	CARROLL	21402	MD	ANNE ARUNDEL
20602	MD	CHARLES	20759	MD	HOWARD	21050	MD	HARFORD	21403	MD	ANNE ARUNDEL
20603	MD	CHARLES	20762	MD	PRINCE GEORGE'S	21051	MD	BALTIMORE	21405	MD	ANNE ARUNDEL
20606	MD	ST. MARY'S	20763	MD	HOWARD	21053	MD	BALTIMORE	21530	MD	ALLEGANY
20607	MD	PRINCE GEORGE'S	20764	MD	ANNE ARUNDEL	21054	MD	ANNE ARUNDEL	21555	MD	ALLEGANY
20608	MD	PRINCE GEORGE'S	20769	MD	PRINCE GEORGE'S	21057	MD	BALTIMORE	21601	MD	TALBOT
20609	MD	ST. MARY'S	20770	MD	PRINCE GEORGE'S	21060	MD	ANNE ARUNDEL	21607	MD	QUEEN ANNE'S
20611	MD	CHARLES	20772	MD	PRINCE GEORGE'S	21061	MD	ANNE ARUNDEL	21610	MD	KENT

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ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zip Code	State	County	Zip Code	State	County	Zip Code	State	County
21612	MD	TALBOT	21784	MD	CARROLL	17220	PA	FRANKLIN	17535	PA	LANCASTER
21613	MD	DORCHESTER	21787	MD	CARROLL	17221	PA	FRANKLIN	17536	PA	LANCASTER
21617	MD	QUEEN ANNE'S	21788	MD	FREDERICK	17222	PA	FRANKLIN	17538	PA	LANCASTER
21619	MD	QUEEN ANNE'S	21790	MD	FREDERICK	17223	PA	FULTON	17540	PA	LANCASTER
21620	MD	KENT	21791	MD	CARROLL	17224	PA	FRANKLIN	17543	PA	LANCASTER
21622	MD	DORCHESTER	21793	MD	FREDERICK	17225	PA	FRANKLIN	17545	PA	LANCASTER
21623	MD	QUEEN ANNE'S	21794	MD	HOWARD	17228	PA	FULTON	17547	PA	LANCASTER
21625	MD	TALBOT	21795	MD	WASHINGTON	17229	PA	FULTON	17551	PA	LANCASTER
21626	MD	DORCHESTER	21797	MD	HOWARD	17232	PA	FRANKLIN	17552	PA	LANCASTER
21627	MD	DORCHESTER	21798	MD	FREDERICK	17233	PA	FULTON	17554	PA	LANCASTER
21629	MD	CAROLINE	21801	MD	WICOMICO	17236	PA	FRANKLIN	17557	PA	LANCASTER
21631	MD	DORCHESTER	21804	MD	WICOMICO	17237	PA	FRANKLIN	17560	PA	LANCASTER
21632	MD	CAROLINE	21814	MD	WICOMICO	17238	PA	FULTON	17562	PA	LANCASTER
21634	MD	DORCHESTER	21817	MD	SOMERSET	17239	PA	HUNTINGDON	17563	PA	LANCASTER
21635	MD	KENT	21821	MD	SOMERSET	17240	PA	CUMBERLAND	17565	PA	LANCASTER
21636	MD	CAROLINE	21822	MD	WORCESTER	17241	PA	CUMBERLAND	17566	PA	LANCASTER
21638	MD	QUEEN ANNE'S	21824	MD	SOMERSET	17243	PA	HUNTINGDON	17572	PA	LANCASTER
21639	MD	CAROLINE	21826	MD	WICOMICO	17244	PA	FRANKLIN	17576	PA	LANCASTER
21640	MD	CAROLINE	21830	MD	WICOMICO	17246	PA	FRANKLIN	17579	PA	LANCASTER
21643	MD	DORCHESTER	21835	MD	DORCHESTER	17252	PA	FRANKLIN	17582	PA	LANCASTER
21644	MD	QUEEN ANNE'S	21837	MD	WICOMICO	17255	PA	HUNTINGDON	17584	PA	LANCASTER
21645	MD	KENT	21838	MD	SOMERSET	17257	PA	CUMBERLAND	17601	PA	LANCASTER
21648	MD	DORCHESTER	21840	MD	WICOMICO	17262	PA	FRANKLIN	17602	PA	LANCASTER
21649	MD	CAROLINE	21849	MD	WICOMICO	17265	PA	FRANKLIN	17603	PA	LANCASTER
21650	MD	KENT	21850	MD	WICOMICO	17266	PA	CUMBERLAND	19310	PA	CHESTER
21651	MD	KENT	21851	MD	WORCESTER	17267	PA	FULTON	19311	PA	CHESTER
21654	MD	TALBOT	21853	MD	SOMERSET	17268	PA	FRANKLIN	19317	PA	DELAWARE
21655	MD	CAROLINE	21856	MD	WICOMICO	17271	PA	FRANKLIN	19320	PA	CHESTER
21657	MD	QUEEN ANNE'S	21865	MD	WICOMICO	17301	PA	ADAMS	19330	PA	CHESTER
21658	MD	QUEEN ANNE'S	21869	MD	DORCHESTER	17302	PA	YORK	19348	PA	CHESTER
21659	MD	DORCHESTER	21871	MD	SOMERSET	17304	PA	ADAMS	19350	PA	CHESTER
21660	MD	CAROLINE	21872	MD	WORCESTER	17307	PA	ADAMS	19352	PA	CHESTER
21661	MD	KENT	21874	MD	WICOMICO	17309	PA	YORK	19362	PA	CHESTER
21662	MD	TALBOT	21875	MD	WICOMICO	17313	PA	YORK	19363	PA	CHESTER
21663	MD	TALBOT	21901	MD	CECIL	17314	PA	YORK	19365	PA	CHESTER
21665	MD	TALBOT	21903	MD	CECIL	17315	PA	YORK	19374	PA	CHESTER
21666	MD	QUEEN ANNE'S	21904	MD	CECIL	17316	PA	ADAMS	19390	PA	CHESTER
21667	MD	KENT	21911	MD	CECIL	17319	PA	YORK	20105	VA	LOUDOUN
21668	MD	QUEEN ANNE'S	21912	MD	CECIL	17320	PA	ADAMS	20106	VA	CULPEPER
21671	MD	TALBOT	21915	MD	CECIL	17321	PA	YORK	20107	VA	LOUDOUN
21672	MD	DORCHESTER	21917	MD	CECIL	17322	PA	YORK	20109	VA	PRINCE WILLIAM
21673	MD	TALBOT	21918	MD	CECIL	17324	PA	CUMBERLAND	20110	VA	MANASSAS (CITY)
21675	MD	DORCHESTER	21919	MD	CECIL	17325	PA	ADAMS	20111	VA	PRINCE WILLIAM
21676	MD	TALBOT	21921	MD	CECIL	17327	PA	YORK	20112	VA	PRINCE WILLIAM
21677	MD	DORCHESTER	08070	NJ	SALEM	17329	PA	YORK	20115	VA	FAUQUIER
21678	MD	KENT	08079	NJ	SALEM	17331	PA	YORK	20117	VA	LOUDOUN
21679	MD	TALBOT	08323	NJ	CUMBERLAND	17339	PA	YORK	20119	VA	FAUQUIER
21701	MD	FREDERICK	15533	PA	BEDFORD	17340	PA	ADAMS	20120	VA	FAIRFAX
21702	MD	FREDERICK	15535	PA	BEDFORD	17344	PA	ADAMS	20121	VA	FAIRFAX
21703	MD	FREDERICK	15536	PA	FULTON	17345	PA	YORK	20124	VA	FAIRFAX
21704	MD	FREDERICK	16689	PA	FULTON	17347	PA	YORK	20129	VA	LOUDOUN
21710	MD	FREDERICK	17007	PA	CUMBERLAND	17349	PA	YORK	20130	VA	CLARKE
21711	MD	WASHINGTON	17011	PA	CUMBERLAND	17350	PA	ADAMS	20132	VA	LOUDOUN
21713	MD	WASHINGTON	17013	PA	CUMBERLAND	17352	PA	YORK	20135	VA	CLARKE
21716	MD	FREDERICK	17019	PA	YORK	17353	PA	ADAMS	20136	VA	PRINCE WILLIAM
21718	MD	FREDERICK	17022	PA	LANCASTER	17354	PA	YORK	20137	VA	FAUQUIER
21719	MD	WASHINGTON	17025	PA	CUMBERLAND	17356	PA	YORK	20141	VA	LOUDOUN
21722	MD	WASHINGTON	17033	PA	DAUPHIN	17360	PA	YORK	20143	VA	PRINCE WILLIAM
21723	MD	HOWARD	17034	PA	DAUPHIN	17361	PA	YORK	20144	VA	FAUQUIER
21727	MD	FREDERICK	17036	PA	DAUPHIN	17362	PA	YORK	20147	VA	LOUDOUN
21733	MD	WASHINGTON	17043	PA	CUMBERLAND	17363	PA	YORK	20148	VA	LOUDOUN
21737	MD	HOWARD	17050	PA	CUMBERLAND	17364	PA	YORK	20151	VA	FAIRFAX
21738	MD	HOWARD	17053	PA	PERRY	17365	PA	YORK	20152	VA	LOUDOUN
21740	MD	WASHINGTON	17055	PA	CUMBERLAND	17366	PA	YORK	20155	VA	PRINCE WILLIAM
21742	MD	WASHINGTON	17057	PA	DAUPHIN	17368	PA	YORK	20158	VA	LOUDOUN
21750	MD	WASHINGTON	17065	PA	CUMBERLAND	17370	PA	YORK	20164	VA	LOUDOUN
21754	MD	FREDERICK	17070	PA	CUMBERLAND	17372	PA	ADAMS	20165	VA	LOUDOUN
21755	MD	FREDERICK	17078	PA	LEBANON	17375	PA	ADAMS	20166	VA	LOUDOUN
21756	MD	WASHINGTON	17090	PA	PERRY	17401	PA	YORK	20169	VA	PRINCE WILLIAM
21757	MD	CARROLL	17101	PA	DAUPHIN	17402	PA	YORK	20170	VA	FAIRFAX
21758	MD	FREDERICK	17102	PA	DAUPHIN	17403	PA	YORK	20171	VA	FAIRFAX
21764	MD	CARROLL	17103	PA	DAUPHIN	17404	PA	YORK	20175	VA	LOUDOUN
21766	MD	ALLEGANY	17104	PA	DAUPHIN	17406	PA	YORK	20176	VA	LOUDOUN
21767	MD	WASHINGTON	17109	PA	DAUPHIN	17407	PA	YORK	20178	VA	LOUDOUN
21769	MD	FREDERICK	17110	PA	DAUPHIN	17501	PA	LANCASTER	20181	VA	PRINCE WILLIAM
21770	MD	FREDERICK	17111	PA	DAUPHIN	17502	PA	LANCASTER	20184	VA	FAUQUIER
21771	MD	FREDERICK	17112	PA	DAUPHIN	17505	PA	LANCASTER	20186	VA	FAUQUIER
21773	MD	FREDERICK	17113	PA	DAUPHIN	17509	PA	LANCASTER	20187	VA	FAUQUIER
21774	MD	FREDERICK	17129	PA	DAUPHIN	17512	PA	LANCASTER	20190	VA	FAIRFAX
21776	MD	CARROLL	17201	PA	FRANKLIN	17516	PA	LANCASTER	20191	VA	FAIRFAX
21777	MD	FREDERICK	17211	PA	BEDFORD	17518	PA	LANCASTER	20194	VA	FAIRFAX
21778	MD	FREDERICK	17212	PA	FULTON	17520	PA	LANCASTER	20197	VA	LOUDOUN
21779	MD	WASHINGTON	17214	PA	FRANKLIN	17522	PA	LANCASTER	20198	VA	FAUQUIER
21780	MD	FREDERICK	17215	PA	FULTON	17527	PA	LANCASTER	22002	VA	RAPPAHANNOCK
21782	MD	WASHINGTON	17217	PA	FRANKLIN	17529	PA	LANCASTER	22003	VA	FAIRFAX
21783	MD	WASHINGTON	17219	PA	FRANKLIN	17532	PA	LANCASTER	22015	VA	FAIRFAX

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ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zip Code	State	County	Zip Code	State	County	Zip Code	State	County
22026	VA	PRINCE WILLIAM	22504	VA	ESSEX	22827	VA	ROCKINGHAM	23229	VA	HENRICO
22027	VA	FAIRFAX	22508	VA	ORANGE	22835	VA	PAGE	23230	VA	HENRICO
22030	VA	FAIRFAX (CITY)	22509	VA	ESSEX	22840	VA	ROCKINGHAM	23232	VA	RICHMOND (CITY)
22031	VA	FAIRFAX	22511	VA	NORTHUMBERLAND	22842	VA	SHENANDOAH	23233	VA	HENRICO
22032	VA	FAIRFAX	22514	VA	CAROLINE	22844	VA	SHENANDOAH	23238	VA	GOOCHLAND
22033	VA	FAIRFAX	22520	VA	WESTMORELAND	22845	VA	SHENANDOAH	23249	VA	RICHMOND (CITY)
22034	VA	FAIRFAX	22534	VA	SPOTSYLVANIA	22847	VA	SHENANDOAH	23250	VA	HENRICO
22035	VA	FAIRFAX	22535	VA	CAROLINE	22849	VA	PAGE	23294	VA	HENRICO
22036	VA	FAIRFAX	22538	VA	CAROLINE	22851	VA	PAGE	23298	VA	RICHMOND (CITY)
22039	VA	FAIRFAX	22539	VA	NORTHUMBERLAND	22853	VA	ROCKINGHAM	25401	WV	BERKELEY
22041	VA	FAIRFAX	22542	VA	ORANGE	22901	VA	ALBEMARLE	25411	WV	MORGAN
22042	VA	FAIRFAX	22546	VA	CAROLINE	22904	VA	CHARLOTTESVILLE (CITY)	25413	WV	BERKELEY
22043	VA	FAIRFAX	22553	VA	SPOTSYLVANIA	22911	VA	ALBEMARLE	25414	WV	JEFFERSON
22044	VA	FAIRFAX	22554	VA	STAFFORD	22923	VA	ORANGE	25419	WV	BERKELEY
22046	VA	FALLS CHURCH (CITY)	22556	VA	STAFFORD	22935	VA	GREENE	25420	WV	BERKELEY
22060	VA	FAIRFAX	22560	VA	ESSEX	22936	VA	ALBEMARLE	25422	WV	MORGAN
22066	VA	FAIRFAX	22567	VA	ORANGE	22940	VA	ALBEMARLE	25425	WV	JEFFERSON
22067	VA	FAIRFAX	22572	VA	RICHMOND	22942	VA	ORANGE	25427	WV	BERKELEY
22079	VA	FAIRFAX	22576	VA	LANCASTER	22947	VA	ALBEMARLE	25428	WV	BERKELEY
22081	VA	FAIRFAX	22578	VA	LANCASTER	22948	VA	MADISON	25430	WV	JEFFERSON
22101	VA	FAIRFAX	22580	VA	CAROLINE	22960	VA	ORANGE	25431	WV	HAMPSHIRE
22102	VA	FAIRFAX	22601	VA	WINCHESTER (CITY)	22963	VA	FLUVANNA	25434	WV	MORGAN
22124	VA	FAIRFAX	22602	VA	FREDERICK	22968	VA	GREENE	25437	WV	HAMPSHIRE
22134	VA	PRINCE WILLIAM	22603	VA	FREDERICK	22972	VA	ORANGE	25438	WV	JEFFERSON
22150	VA	FAIRFAX	22610	VA	WARREN	22973	VA	GREENE	25442	WV	JEFFERSON
22151	VA	FAIRFAX	22611	VA	CLARKE	22974	VA	FLUVANNA	25443	WV	JEFFERSON
22152	VA	FAIRFAX	22620	VA	CLARKE	23005	VA	HANOVER	25444	WV	HAMPSHIRE
22153	VA	FAIRFAX	22624	VA	FREDERICK	23009	VA	KING WILLIAM	25446	WV	JEFFERSON
22172	VA	PRINCE WILLIAM	22625	VA	FREDERICK	23014	VA	GOOCHLAND	26704	WV	HAMPSHIRE
22180	VA	FAIRFAX	22627	VA	RAPPAHANNOCK	23015	VA	HANOVER	26711	WV	HAMPSHIRE
22181	VA	FAIRFAX	22630	VA	WARREN	23023	VA	KING AND QUEEN	26714	WV	HAMPSHIRE
22182	VA	FAIRFAX	22637	VA	FREDERICK	23024	VA	LOUISA	26722	WV	HAMPSHIRE
22191	VA	PRINCE WILLIAM	22639	VA	FAUQUIER	23032	VA	MIDDLESEX	26755	WV	HAMPSHIRE
22192	VA	PRINCE WILLIAM	22640	VA	RAPPAHANNOCK	23038	VA	GOOCHLAND	26757	WV	HAMPSHIRE
22193	VA	PRINCE WILLIAM	22641	VA	SHENANDOAH	23039	VA	GOOCHLAND	26761	WV	HAMPSHIRE
22201	VA	ARLINGTON	22642	VA	WARREN	23047	VA	HANOVER	26763	WV	HAMPSHIRE
22202	VA	ARLINGTON	22643	VA	FAUQUIER	23059	VA	HENRICO	26801	WV	HARDY
22203	VA	ARLINGTON	22644	VA	SHENANDOAH	23060	VA	HENRICO	26808	WV	HAMPSHIRE
22204	VA	ARLINGTON	22645	VA	FREDERICK	23063	VA	GOOCHLAND	26810	WV	HARDY
22205	VA	ARLINGTON	22649	VA	WARREN	23065	VA	GOOCHLAND	26812	WV	HARDY
22206	VA	ARLINGTON	22650	VA	PAGE	23069	VA	HANOVER	26817	WV	HAMPSHIRE
22207	VA	ARLINGTON	22652	VA	SHENANDOAH	23070	VA	MIDDLESEX	26851	WV	HARDY
22209	VA	ARLINGTON	22654	VA	FREDERICK	23071	VA	MIDDLESEX	26865	WV	HAMPSHIRE
22211	VA	ARLINGTON	22655	VA	FREDERICK	23075	VA	HENRICO			
22213	VA	ARLINGTON	22656	VA	FREDERICK	23079	VA	MIDDLESEX			
22214	VA	ARLINGTON	22657	VA	SHENANDOAH	23084	VA	FLUVANNA			
22301	VA	ALEXANDRIA (CITY)	22660	VA	SHENANDOAH	23085	VA	KING AND QUEEN			
22302	VA	ALEXANDRIA (CITY)	22663	VA	CLARKE	23086	VA	KING WILLIAM			
22303	VA	FAIRFAX	22664	VA	SHENANDOAH	23091	VA	KING AND QUEEN			
22304	VA	ALEXANDRIA (CITY)	22701	VA	CULPEPER	23092	VA	MIDDLESEX			
22305	VA	ALEXANDRIA (CITY)	22709	VA	MADISON	23093	VA	LOUISA			
22306	VA	FAIRFAX	22711	VA	MADISON	23102	VA	GOOCHLAND			
22307	VA	FAIRFAX	22712	VA	FAUQUIER	23103	VA	GOOCHLAND			
22308	VA	FAIRFAX	22713	VA	CULPEPER	23106	VA	KING WILLIAM			
22309	VA	FAIRFAX	22714	VA	CULPEPER	23108	VA	KING AND QUEEN			
22310	VA	FAIRFAX	22715	VA	MADISON	23110	VA	KING AND QUEEN			
22311	VA	ALEXANDRIA (CITY)	22716	VA	RAPPAHANNOCK	23111	VA	HANOVER			
22312	VA	FAIRFAX	22718	VA	CULPEPER	23116	VA	HANOVER			
22314	VA	ALEXANDRIA (CITY)	22719	VA	MADISON	23117	VA	LOUISA			
22315	VA	FAIRFAX	22720	VA	FAUQUIER	23124	VA	NEW KENT			
22331	VA	ALEXANDRIA (CITY)	22722	VA	MADISON	23126	VA	KING AND QUEEN			
22332	VA	ALEXANDRIA (CITY)	22724	VA	CULPEPER	23129	VA	GOOCHLAND			
22401	VA	FREDERICKSBURG (CITY)	22725	VA	MADISON	23141	VA	NEW KENT			
22405	VA	STAFFORD	22726	VA	CULPEPER	23146	VA	HANOVER			
22406	VA	STAFFORD	22727	VA	MADISON	23148	VA	KING AND QUEEN			
22407	VA	SPOTSYLVANIA	22728	VA	FAUQUIER	23149	VA	MIDDLESEX			
22408	VA	SPOTSYLVANIA	22729	VA	CULPEPER	23150	VA	HENRICO			
22427	VA	CAROLINE	22730	VA	MADISON	23153	VA	GOOCHLAND			
22432	VA	NORTHUMBERLAND	22731	VA	MADISON	23156	VA	KING AND QUEEN			
22433	VA	ORANGE	22732	VA	MADISON	23160	VA	GOOCHLAND			
22435	VA	NORTHUMBERLAND	22733	VA	CULPEPER	23161	VA	KING AND QUEEN			
22436	VA	ESSEX	22734	VA	FAUQUIER	23169	VA	MIDDLESEX			
22437	VA	ESSEX	22735	VA	CULPEPER	23175	VA	MIDDLESEX			
22438	VA	ESSEX	22736	VA	CULPEPER	23176	VA	MIDDLESEX			
22443	VA	WESTMORELAND	22737	VA	CULPEPER	23177	VA	KING AND QUEEN			
22448	VA	KING GEORGE	22738	VA	MADISON	23180	VA	MIDDLESEX			
22454	VA	ESSEX	22740	VA	RAPPAHANNOCK	23181	VA	KING WILLIAM			
22460	VA	RICHMOND	22741	VA	CULPEPER	23192	VA	HANOVER			
22469	VA	WESTMORELAND	22742	VA	FAUQUIER	23219	VA	RICHMOND (CITY)			
22473	VA	NORTHUMBERLAND	22743	VA	MADISON	23220	VA	RICHMOND (CITY)			
22476	VA	ESSEX	22746	VA	CULPEPER	23221	VA	RICHMOND (CITY)			
22480	VA	LANCASTER	22747	VA	RAPPAHANNOCK	23222	VA	RICHMOND (CITY)			
22482	VA	LANCASTER	22749	VA	RAPPAHANNOCK	23223	VA	RICHMOND (CITY)			
22485	VA	KING GEORGE	22810	VA	SHENANDOAH	23226	VA	HENRICO			
22488	VA	WESTMORELAND	22815	VA	ROCKINGHAM	23227	VA	HENRICO			
22503	VA	LANCASTER	22824	VA	SHENANDOAH	23228	VA	HENRICO			

Exhibit C

Local Disadvantaged Business Enterprise (LDBE)
Size Standards for Solicitation 1-17-P160

<u>NAICS Code</u>	<u>Type Of Work / Service</u>	<u>LDBE Size Standard</u>
423420	Office Equipment Merchant Wholesalers	200 Employees
423430	Computer & Computer Peripheral Equipment	250 Employees
443142	Electronic/Computer Equipment Stores	\$32.5 Million
541519	Other Computer Related Services	\$27.5 Million
811212	Computer Equipment Repair & Maintenance	\$27.5 Million

For the purposes of this solicitation, only firms certified by the Metropolitan Washington Airports Authority's LDBE Program may be utilized for LDBE participation. The directory of currently certified LDBE firms is available on the Airports Authority's website at <http://www.mwaa.com/contracting>. (Click on "LDBE/DBE Directory Search".)

To be considered an LDBE, a business firm's average annual gross receipts (AGR) or average number of employees (ANE) for the last three (3) years cannot exceed the applicable LDBE size standard. AGR or ANE of all affiliates of the firm are included when determining the firm's eligibility for LDBE certification.

Firms will only be certified as an LDBE for services or goods that they are able to provide at the time of LDBE certification and for which they do not exceed the applicable LDBE size standard, as noted above. An LDBE firm adding services or goods during the term of its certification may request the Authority's Department of Supplier Diversity to amend the LDBE certification to include these new services or goods, provided the firm also meets the applicable LDBE size standards for these new services or goods.

Your firm must be certified for the work you plan to perform or for the goods you plan to manufacture or supply on this contract.

There may be other NAICS codes approved for this project. If this list does not include an LDBE NAICS code and size standard for work that you anticipate may be needed for this project, you must request it through the Contracting Officer.

The Authority will review your request. If the NAICS code is accepted for this solicitation, the change will be formally communicated in an amendment to the solicitation.

Contact the Authority's Department of Supplier Diversity at 703-417-8625 for questions on LDBE certification requirements.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY CONTRACT PARTICIPATION FORM

Check One: Original Revised Date: _____ Contract No.: _____

Name of Offeror: _____ Project Name: _____

Original Contracted LDBE Participation: \$ _____ Original Percent Contracted LDBE Participation: _____ %

The Offeror shall submit the Contract Participation Form to the Contracting Officer with the offer. Please attach additional sheets if needed.

EX	LIST THE PRIME AND <u>ALL</u> FIRST TIER FIRMS PARTICIPATING IN THIS CONTRACT <small>Identify whether firms are *P, S, JV, SP, B, H, MFG, in next column.</small>	TYPE OF FIRM <small>(see below)</small>	FEDERAL TAX ID <small>(also known as Employer Identification Number) nine digit number.</small>	Enter "X" for all that apply				ADDRESS <small>(Number, Street, City, State, ZIP)</small>	DESCRIBE TYPE OF WORK <small>(Electrical, Paving, etc. with notation e.g. "Labor Only", "Material Only", "Complete") Item Number if Applicable, Quantity, Unit Price</small>	AGREED PRICE
				LDBE	MBE **	WBE ***	OTHER			
1	SAMPLE	S	55-5555555	X	X			12345 Main Street, Washington, DC 20001	Furnish and install Structural Steel	\$986,000.00
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
TOTAL AGREED PRICE MUST EQUAL TOTAL OFFERED PRICE:										

I, _____, a duly authorized representative of _____, certify that the above information is true and correct.
(type or print name) (name of firm)

Signature: _____ Date: _____

TYPE OF FIRM

*P = Prime Contractor
S = Subcontractor
JV = Joint Venture

SP = Stocking Supplier/Distributor
B = Broker, Agent, Packager
H = Hauler
MFG = Manufacturer

** MBE = A certified Minority Business Enterprise (Attach current certification letter)
*** WBE = A certified Women Business Enterprise (Attach current certification letter)
(Information regarding MBE/WBE participation will be used for generalized statistical purposes and program analysis.)

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
LETTER OF INTENT**

(Name of Prime Contractor) Contract Number _____

(Name of 1st Tier Subcontractor (If Applicable)) Location _____

 Contract Name _____

- A. The undersigned LDBE intends to perform the work associated with this contract as (Check one):
 Individual Partnership Corporation Joint Venture
- B. The undersigned LDBE will perform the work associated with this contract as a (Check all that apply):
 Construction Contractor Stocking Supplier Manufacturer Stocking Distributor
 Broker, Agent, Packager Hauler Service Provider (for non-construction contracts)
- C. The undersigned LDBE will: Perform the following services Supply the following materials, equipment, supplies:

IF AVAILABLE, PLEASE ATTACH A COPY OF THE PROPOSED SCOPE OF WORK AND SUBCONTRACT AGREEMENT FOR THIS SUBCONTRACTOR.

Item Number	Detailed Description Of Scope of Work	Scope of Services (Check One)	Quantity	Unit Price
01	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
02	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
03	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
04	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____

Please Attach Additional Sheets if Necessary

- D. Work described above will be performed at the following total price: \$ _____.
- E. Total Contract Amount: \$ _____
- F. Term of Contract Commencement Date: _____ Completion Date: _____
- G. _____% of the dollar value of the subcontract will be performed by (check if applicable):
 Non-LDBE contractors Non-LDBE suppliers.

The undersigned will enter into a subcontract consistent with the above upon execution of a contract between the Prime Contractor and the Authority: **(NOTE: SIGNATURES MUST BE DATED)**

(Print or Type Name of LDBE Firm) Agreed To _____

(Print or Type Name of Prime Contractor)

By _____

(Print or Type Name and Title) _____

(Print or Type Name and Title)

(Signature) _____

(Date) _____

(Date)

(Print or Type LDBE's Certification Expiration Date)

FOR MWAA USE ONLY

MWAA DSD Specialist's Approval \$ _____

 (Enter The Amount of Contract Approved for LDBE Participation) (Signature) (Date)

MWAA/DSD 03/2017

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
REVISION TO ORIGINAL LETTER OF INTENT**

_____ Contract Number _____
 (Name of Prime Contractor) Location _____
 _____ Contract Name _____
 (Name of 1st Tier Subcontractor (If Applicable))

Revision # _____ MWA Change Notice # _____ MWA Contract Modification # _____
 Describe Change or Modification _____
 This revision represents: Increase in Contract Amount Decrease in Contract Amount
 If Decrease, state reason _____

- A. The undersigned LDBE intends to perform the work associated with this contract as (Check one):
 Individual Partnership Corporation Joint Venture
- B. The undersigned LDBE will perform the work associated with this contract as a (Check all that apply):
 Construction Contractor Stocking Supplier Manufacturer Stocking Distributor
 Broker, Agent, Packager Hauler Service Provider (for non-construction contracts)
- C. The undersigned LDBE will: Perform the following services Supply the following materials, equipment, supplies:

IF AVAILABLE, PLEASE ATTACH A COPY OF THE PROPOSED SCOPE OF WORK AND SUBCONTRACT AGREEMENT FOR THIS SUBCONTRACTOR.

Item Number	Detailed Description Of Scope of Work	Scope of Services (Check One)	Quantity	Unit Price
01	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
02	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
03	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
04	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____

Please Attach Additional Sheets if Necessary

- D. Work described above will be performed at the following total price: \$ _____.
- E. Original Total Contract Amount: \$ _____ Current Total Contract Amount: \$ _____
 Total Amount of This Revision: \$ _____ New Total Contract Amount: \$ _____
- F. Term of Contract Original Commencement Date: _____ Original Completion Date: _____
 Revised Commencement Date: _____ Revised Completion Date: _____
- G. _____% of the dollar value of the subcontract will be performed by (check if applicable):
 Non-LDBE contractors Non-LDBE suppliers.

The undersigned will enter into a subcontract consistent with the above upon execution of a contract between the Prime Contractor and the Authority: **(NOTE: SIGNATURES MUST BE DATED)**

_____ Agreed To _____
 (Print or Type Name of LDBE Firm) (Print or Type Name of Prime Contractor)

By _____
 (Print or Type Name and Title) (Print or Type Name and Title)

 (Signature) (Date) (Signature) (Date)

 (Print or Type LDBE's Certification Expiration Date)

FOR MWA USE ONLY

MWA DSD Specialist's Approval \$ _____
 (Enter The Amount of Contract Approved for LDBE Participation) (Signature) (Date)

EXHIBIT F

LDBE CERTIFICATION APPLICATION

The Local Disadvantaged Business Enterprise (LDBE) Program application form is available for download from the Metropolitan Washington Airports Authority's website by clicking on the "LDBE Certification" link at:

<http://www.mwaa.com/contracting>

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

APPLICATION FOR JOINT VENTURE ELIGIBILITY

Note: This form need not be filled in if all joint venture firms are LDBEs

<p>1. JOINT VENTURE NAME AND ADDRESS (Company Name, Address, City State Zip)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>2. CONTACT PERSON AND TITLE</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>3. TELEPHONE</p> <p>_____</p>
---	--

4. IDENTIFY THE COMPANIES WHICH COMPRISE THE JOINT VENTURE (LDBE PARTNER(S) MUST COMPLETE LDBE APPLICATION):

5a. DESCRIBE ROLE OF LDBE FIRM IN THE JOINT VENTURE:

b. NATURE OF JOINT VENTURE'S BUSINESS: _____

c. DESCRIBE VERY BRIEFLY THE EXPERIENCE AND BUSINESS QUALIFICATIONS OF EACH NON-LDBE JOINT VENTURER: _____

6. IS THE JOINT VENTURE RESPONDING TO A SPECIFIC AUTHORITY SOLICITATION?

YES NO IF YES, WHICH ONE? _____

7. WHAT IS THE PERCENTAGE OF LDBE OWNERSHIP IN THE JOINT VENTURE?

AFFIDAVIT

“The undersigned swear that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide the Metropolitan Washington Airports Authority (the Authority) current, complete, and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the Authority or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.”

Name of Joint Venture (if any) _____

Names of companies forming Joint Venture _____

Signature(s) _____

Name(s) _____

Title(s) _____

Date _____

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

[Seal]

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

[Seal]

LDBE WAIVER REQUEST PROCEDURE

This procedure must be followed if an offeror cannot meet the LDBE subcontracting requirements in whole or in part. The Request for Waiver must be submitted in writing with the proposal. The Request for Waiver must report and document the efforts made by the offeror to solicit LDBEs for participation and clearly outline the offeror's reasons why no subcontracting opportunities exist. A waiver request must also demonstrate that there are an insufficient number of LDBEs to provide adequate competition and reasonable prices. The provisions of Section IX (04) must be reviewed by the offeror before submitting a request for a waiver.

A blanket statement that there are no LDBE businesses to provide services or materials related to the bid/offer is INADEQUATE. An explanation of how that conclusion was reached must be provided or the request will be determined to be pro forma and not in good faith.

Actions which may demonstrate a good faith effort on the part of the bidder include, but are not limited to, the following:

1. Attend any pre-proposal meetings that are scheduled by the Authority;
2. Advertise in major circulation newspapers such as The Washington Post, trade associations, small business, and minority and women oriented media concerning the subcontracting opportunities;
3. Provide written notice to a reasonable number of specific LDBEs that their interest in the contract is being solicited, in sufficient time to allow the LDBEs to participate effectively;
4. Follow up initial solicitations of interest by contacting LDBEs to determine with certainty whether the LDBEs were interested.
5. Select portions of the work to be performed by LDBEs in a manner that will increase the likelihood of meeting the LDBE requirement;
6. Provide interested LDBEs with adequate information about the plans, specifications, and requirements of the contract;
7. Negotiate in good faith with interested LDBEs, and not reject LDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities; and,
8. Make efforts to assist interested LDBEs in obtaining bonding or insurance, if needed.

WAIVER REQUEST (Continued)

REQUEST FOR WAIVER

_____ hereby requests a waiver of the required contract requirement for the participation of LDBEs as specified in solicitation number _____.

All good faith efforts to identify potential LDBEs as subcontractors have been made, but we have been unable to meet the LDBE requirement for the following reason(s):

(Authorized Representative)

(Date)

NOTE: All advertisements, telephone conversations, and other documentation to support this statement should be attached.

Exhibit I

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
LDBE UNAVAILABILITY CERTIFICATION**

I, _____, _____ of
(Name) (Title)
_____, certify that on _____
(Offeror) (Date)

I contacted the following LDBEs to obtain a quote for work items to be performed on Contract
Number _____.

<u>LDBE (Name of Firm)</u>	<u>Work Items Sought</u>
_____	_____
_____	_____
_____	_____

To the best of my knowledge and belief, said LDBEs were unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare an offer or bid, for the following reason(s):

Signature _____

Date _____

_____ was offered an opportunity to bid or make an offer on
(Name of LDBE)
the above identified work on _____ by _____.
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

(Signature of LDBE)

(Title)

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY INVOICE ATTACHMENT FORM

Name Of Prime Contractor _____
 Contract Name & Number _____
 Original Contract Amount \$ _____ Payments Received \$ _____
 Current Contract Amount \$ _____ Retainage Withheld \$ _____
 Invoice Period From _____ Through _____ Date Submitted _____
 Actual LDBE Participation To Date \$ _____
 Current Scheduled LDBE Participation \$ _____
 Total Original Contracted LDBE Participation \$ _____ Percent Original Contracted Participation _____ %

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

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

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.

Metropolitan Washington Airports Authority
INSTRUCTIONS FOR COMPLETING
THE INVOICE ATTACHMENT FORM (EXHIBIT J)

I. USE AUTHORIZED FORMS

Use only **Authority approved forms** to file monthly Invoice Attachment Form. Do not change or amend the Authority approved form in any manner. Authority approved forms are available on hard copy or diskette from the EOP Specialist assigned to the contract. Note that all subcontractors are to be listed on the Invoice Attachment Form. Also, note that some entries are required that apply only to the sum of LDBE contracts. To facilitate accuracy in reporting, it is recommended that LDBE subcontractors be listed first and a subtotal appear in each of the four sub-columns that comprise the "Monthly Contract Information" section of the report.

II. REPORT ALL LDBEs EVERY MONTH

Every LDBE firm whose contract is counted toward achievement of the participation requirement must appear on the Invoice Attachment Form every month. If there is no invoice activity for an LDBE in any given month, enter "0" in the column, "Amount this Invoice". Note that all other information must be entered, must be current and correct.

III. LEDGER PORTION

A. Name, Location & Description of Work – For all subcontractors, enter the subcontractor's name, location (city, state and zip code) and description of work. For LDBEs, these entries must be the same as comparable information appearing on the Letter of Intent and the Contract Participation Form.

B. Classification of Subcontractor(s)

Only those subcontractors who meet the LDBE eligibility requirements may be classified as LDBEs on the Invoice Attachment Form.

Assign classifications as follows:

1. **LDBE**-Place an "X" in this column only if the subcontractor is an Authority certified LDBE.
2. **MBE**-Place an "X" in this column if the subcontractor is also a minority-owned company, regardless of their size. This classification should also be used for subcontractors who have submitted a certification application but have not yet been certified. Once certification has been achieved, such firms should be classified as both MBE and LDBE. This column is also used to calculate Voluntary Participation of Minority-owned firms. Thus, a subcontractor can be classified as both LDBE and MBE, or just MBE.
3. **WBE**-Place an "X" in this column if the subcontractor is a woman-owned company regardless of their size. This classification should also be used for subcontractors who have submitted a certification application but have not yet been certified. Once certification has been achieved, such firms should be classified as both LDBE and WBE. This column is also used to calculate Voluntary Participation of woman-owned firms. Thus, a subcontractor can be classified as both LDBE and WBE, or just WBE.

**Metropolitan Washington Airports Authority
Instructions for Completing the Invoice Attachment Form**

4. **Other**-Place an "X" in this column for all subcontractors who cannot be classified as either LDBE, MBE or WBE.

C. Original Subcontract Amount

Enter the original subcontract amount. For LDBEs, this must be the amount submitted on the LDBE's Letter of Intent and approved by the Authority.

D. Current Subcontract Amount

Enter the current subcontract amount. If this amount is the same as the entry in "Original Subcontract Amount", enter it. For LDBEs, if this amount is different that the amount entered in "Original Subcontract Amount", a **Revised Letter of Intent** must be on file with and approved by the EOP Specialist. It is recommended that **Revised Letters of Intent** be submitted with the Invoice Attachment Form that initially reports the New Contract amount.

E. Total Payments to Date

Enter the sum of payments that have been made to that subcontractor as of the date of the report. Note that this column should not contain diminishing amounts, i.e., a succeeding month's entry lower than the preceding month's entry. If this occurs, the Authority may request an examination of additional records to verify the correct amount.

F. Amount of This Invoice

Enter the amount of the subcontractor's invoice being submitted with this report.

G. Percentage Amount Complete

Enter the percentage that equals the progress of that subcontractor's work.

H. Percent LDBE

This entry depends upon the type of contract and terms stated in the solicitation. The **percentage for non-LDBEs is always "0"**. Thus, if the subcontractor does not meet the requirements stated above to be classified as a LDBE, the percentage entered in this column **must be "0"**.

I. Totals

Fill out totals as follows:

1. **SUBCONTRACTOR TOTALS** – Totals for all subcontractor data reported on the Exhibit J form.
2. **PRIME CONTRACTOR TOTAL** – Portion of invoice attributed to work performed by prime contractor. (May include payments to non-LDBE/MBE/WBE suppliers that are not listed in the subcontractor section of the Exhibit J from.)
3. **TOTAL THIS INVOICE** – Sum of the Subcontractor Total and Prime Contractor Total for the current invoice. Must match the amount of the invoice.

**Metropolitan Washington Airports Authority
Instructions for Completing the Invoice Attachment Form**

IV. TOP PORTION OF INVOICE ATTACHMENT FORM

A. Original Contract Amount

Enter the original amount of the Prime's Contract.

B. Payments Received

Enter the sum total of payments received as of the date of the report.

C. Current Contract Amount

Enter the current amount of the Prime's Contract.

D. Retainage Withheld

Enter the amount of retainage withheld. If none, enter 0.

E. Invoice Period

Enter the month being reported, i.e. January 1 to January 31, 2000.

F. Date Submitted

Enter the date the report is submitted to the Authority.

G. Actual LDBE Participation to Date \$

Enter the sum of Total Payments to LDBEs.

H. Current Scheduled LDBE Participation \$

Enter the sum of **Current Subcontract Amounts** reported for **LDBEs only**, i.e, do NOT include current subcontract amounts for non-LDBEs even though they appear in the ledger portion of the report.

I. Total Original Contracted LDBE Participation \$

Enter the dollar amount of the original LDBE participation requirement of this contract.

J. Percentage Original Contracted Participation

Enter the percentage of required LDBE participation for this contract.