SOLICITATION, OFFER AND AWARD

SOLICITATION	
Number	**RFP-26-23972**
Title	**Baggage Handling System Refurbishment Services at IAD**
Point of Contact	**Shafiq Choudhary** **703-417-8348** **shafiqur.choudhary@mwaa.com**

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

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

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SECTION III: PRICE SCHEDULE

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

SECTION IV: REPRESENTATIONS AND CERTIFICATIONS

1 Type of Business Organization

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

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

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

2 Parent Company and Identifying Data

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

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

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

Name and Main Office Address of Parent Company (include zip code)	Parent Company's Employer's Identification Number
_____	_____
_____	
_____	
_____	

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

_____

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

F. Principal(s), for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

_____

3 Firm Identification

The Offeror is requested to complete the below:

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

4 Authorized Negotiators

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

_____

_____

5 Small Local Business Enterprise (SLBE) Representation

A. An SLBE is defined as a small business concern that is organized for profit and is located within a 100-mile radius of the District of Columbia's zero-mile marker. Located means that as of the date of its SLBE application, the business entity has an established office or place of business within a city, county, or town within the 100-mile radius referenced above. A small business is defined, for SLBE purposes, as a firm that is not dominant in its field, and that meets the U.S. Small Business Administration's (SBA) small business size standards for the goods or services it will be providing in response to a specific solicitation.

B. The Offeror represents and certifies that it [ ] is, [ ] is not an SLBE as defined above. If the Offeror is an SLBE, it further represents and certifies that there have been no material changes in the information provided with its most recent application for certification, and the Offeror continues to meet the Authority's criteria for SLBE certification.

C. Proposed SLBEs must be certified by the Authority's Department of Small and Disadvantaged Business Programs by no later than the Solicitation due date. Additional information is available at https://mwaa.gob2g.com/.

6 Minority Business Enterprise (MBE) Representation

A. A Minority Business Enterprise is:

A firm of any size which is at least 51% owned by one or more minority persons or, in the case of a publicly-owned corporation, at least 51% of all stock must be owned by one or more minority persons; and whose management and daily business operations are controlled by such persons. A person is considered to be a minority if he or she is a citizen of lawful resident of the United States and is:

1. Black (a person having origins in any of the black racial groups in Africa);

2. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

3. Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);

4. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

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

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

7 Women Business Enterprise (WBE) Representation

A. A Women Business Enterprise is:

A firm of any size which is at least 51% owned by one or more women or, in the case of a publicly-owned corporation, at least 51% of stock must be owned by one or more such women; and whose management and daily business operations are controlled by such persons.

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

8 Subcontractors

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

1. a signed Subcontractor Utilization Plan;

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

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

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

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

9 Conflict of Interest

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

_____

_____

10 Certification of Independent Price Determination

A. The Offeror certifies that:

1. The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (a) those prices, (b) the intention to submit an Offer, or (c) the methods or factors used to calculate the prices offered;

2. The prices in this Offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening or contract award, as appropriate, unless otherwise required by law; and

3. No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an Offer for the purpose of restricting competition.

B. Each signature of the Offeror is considered to be a certification by the signatory that the signatory:

1. Is the person in the Offeror's organization responsible for determining the prices being offered in its Offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A.1. through A.3. above, or

2. a. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A.1. through A.3. above

_____

(Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this Offer, Bid, or Proposal, and the title of his or her position in the Offeror's organization.)

b. As an authorized agent, certifies that the principals named in subdivision B.2.a. above have not participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above, and

c. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.

C. If the Offeror deletes or modifies subparagraph A.2. above, the Offeror must furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

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

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

12 Certification of Compliance With Minimum Living Wage Requirements

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

13 Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

1. The Offeror and any of its Principals -

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

b. Have [ ] have not [ ] had contractor or business license revoked;

c. Have [ ] have not [ ] been declared non-responsible by any public agency;

d. Have [ ] have not [ ] been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of quotes or offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; violation of labor, employment, health, safety or environmental laws or regulations;

e. Have [ ] have not [ ] been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph A.1.d. of this provision.

2. All performance evaluations have [ ] have not [ ] received a rating of satisfactory or better. If not, please provide a copy of the evaluation with detailed explanation.

3. The Offeror has [ ] has not [ ] had one or more contracts terminated for default by any Federal, state, or local agency. If so, please provide a detailed explanation.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to Contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph A. of this provision exists will not necessarily result in withholding of an award under this Solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph A. of this provision is a material representation of fact upon which reliance is placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, the Contracting Officer may terminate the Contract resulting from this Solicitation for default.

14 Insurance Affidavit

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

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

15 SAFETY Act

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

16 Telecommunications and Video Surveillance Services or Equipment

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

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

17 Certification of Compliance With Sensitive Data Protection Requirements

Sensitive Data is any data that: (1) requires safeguarding or dissemination controls pursuant to applicable law or regulation; (2) is not disclosable to the public under the Airports Authority's Freedom of Information Policy; or (3) personally identifiable information (PII).

The Offeror certifies that it will comply with the Airports Authority's Sensitive Data Protection Requirements, which are available at: https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources, and the Offeror agrees to provide immediate written notice to the Contracting Officer if the Offeror comes into possession of Airports Authority Sensitive Data.

SECTION V: SOLICITATION PROVISIONS

1 Purpose and Scope

The Authority is seeking a qualified Contractor to provide services necessary to restore the Baggage Handling System (BHS) carousels at Washington Dulles International Airport (IAD) to optimal operating condition. The Contractor shall furnish fully qualified, properly trained, and experienced personnel to perform inspection, assessment, maintenance, repair, refurbishment, testing, and related support services required to maximize system reliability, efficiency, safety, and operational performance. This Solicitation and the Attachments listed in Section VIII, which are incorporated into the Solicitation by reference, set forth the terms and conditions that govern the Solicitation, as well as, those that will become binding upon execution of the Contract awarded as a result of this Solicitation.

2 Definitions

"Acceptance" means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the Contract.

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

“Airports Authority (Authority)” means the Metropolitan Washington Airports Authority.

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

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

“CLMS” refers to the Authority’s Contract Lifecycle Management System, accessible at https://mwaa.odysseyautomation.com/odyssey.

“Contract” means the mutually binding legal relationship created by the parties’ agreement after receiving Offers, Bids, or Proposals in response to this Solicitation.

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

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

“Correction” means the elimination of a defect.

“COTR” refers to the Contracting Officer’s Technical Representative.

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

“Offeror” means the person, firm, corporation, or other business entity responding to the Solicitation.

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

"SBCMS" refers to the Authority's Small Business Compliance Management System, accessible at https://mwaa.gob2g.com.

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

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

3 Contract Type

The Authority contemplates award of a fixed-unit price and firm-fixed-price Contract resulting from this Solicitation.

4 Method of Procurement; BEST VALUE RFP

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

B. Best Value Determination:

1. The technical merit of the proposal is significantly more important than the price, and price must be fair, reasonable and affordable.

2. The Airports Authority may select other than the lowest price proposal if it is determined by value analysis, or technical/cost tradeoffs, that the proposal is most advantageous. Price becomes more important as proposals become more technically equivalent.

C. Price Evaluation:

1. Price evaluation will be based on the total price in Section III, Price Schedule, to include all option years, if applicable.

2. Price proposals will be assessed for affordability. The Authority will not make an award for any proposal which proposes prices that would render the procurement infeasible.

5 Submission of Offers

The Offeror shall submit its Offer electronically in the Authority's CLMS no later than 02:00 PM October 29, 2026.

6 Documents Required in Response to Solicitation

A. The Offeror shall include in its electronic submission all documents required by this Solicitation including, but not limited to, the following, as separate PDF or Microsoft Excel files, as noted:

1. Solicitation Offer and Award (PDF)
2. Price Schedule (Microsoft Excel)
3. Representations and Certifications (Section IV) (PDF)
4. Small Business Program Documents (as applicable) (single PDF)
   a. Small Local Business Enterprise Program Certification Letter
   b. Subcontractor Utilization Plan and/or Commitment Letter
   c. Letter of Intent

d. Waiver Request
5. Insurance Affidavit (PDF)
6. Technical Proposal and/or Attachments required by Section VIII, as applicable (PDF)

B. Responses that do not include all requested information, that do not conform to the Solicitation's instructions or do not acknowledge all amendments to the Solicitation may be deemed nonconforming by the Authority and rejected without evaluation.

7 Pre-Proposal/Pre-Bid Conference

A. A pre-bid conference will be held at the Washington Dulles International Airport, 45025 Aviation Drive, Suite 240, Dulles, VA 20166, JP Morgan Chase Building, Second Floor Conference Room, at 10:00 AM Local Time, on October 5, 2026.

B. Site visits will be held after the pre-bid conference at the Washington Dulles International Airport, 45025 Aviation Drive, Suite 240, Dulles, VA 20166, JP Morgan Chase Building, Second Floor Conference Room, at 11:00 AM Local Time, on October 5, 2026. Interested parties must e-mail shafiq.choudhary@mwaa.com to make a reservation not later than 1:00 PM local time, on October 5, 2026. Requests must state "Site Visit for RFP-26-23972" in the subject line of the e-mail message. Due to increased security, reservations must be made in advance of the deadline referenced above. Only 2 people per firm will be accepted and must present a picture ID.

8 Questions and Answers

Any prospective offeror desiring an explanation or interpretation of the Solicitation must submit its questions via the CLMS no later than 03:00 PM October 07, 2026. The Authority may not consider any questions received after this date. Oral explanations or instructions given before the award of a Contract are not binding. Any information given to a prospective offeror concerning this Solicitation will be furnished promptly to all other prospective offerors as a Solicitation Amendment (Amendment) if that information is necessary or if the lack of it would be prejudicial to any other prospective offeror.

9 Acknowledgment of Amendments to Solicitations

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

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

10 Late Submission, Modifications, and Withdrawals of Offers

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

11 Discounts

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

12 Minimum Acceptance Period

The Authority requires a minimum acceptance period of 180 calendar days from the receipt of Offer.

13 Brand Name or Approved Equal

Unless otherwise provided in the Solicitation, or unless the name is followed by words indicating that no substitution is permitted, the reference to a certain brand name, make, model number, or manufacturer does not restrict the Offer to the specific brand, make, model number or manufacturer identified. Specific reference to a brand is not intended to exclude other products, but to convey the salient characteristics of function, performance, design requirements, and quality of the item described. Comparable products of other manufacturers will be considered if proof of comparability is contained in or accompanies the Offer. Any item which the Authority, at its sole discretion, determines to be equal to that which is specified, considering quality, workmanship, economy of operation, and suitability for the process intended, will be accepted.

14 Taxes

Authority purchases are exempt from sales and use taxation, both state and municipal. The Offeror is responsible for all applicable Federal, state, and local taxes on materials, labor, or services furnished by it or arising out of its operations under the Contract. Such taxes shall include, without limitation, sales, use, excise, employee benefit and unemployment taxes, customs duties, and income taxes. The Offeror therefore certifies that there are no such taxes included in its Offer.

15 Small Local / Disadvantaged Business Participation

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

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

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

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

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

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

16 Due Diligence

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

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

17 Prerequisites for Award

A. Banking Instructions

The Offeror shall complete all parts of the Internal Revenue Service ("IRS") Form W-9 (Request for Taxpayer Identification Number and Certification). Contract award will not be made until the Authority has received the Offeror's completed form. The form and instructions are available at www.irs.gov.

The W-9 information is requested so that the Authority may determine the need to file IRS Form 1099 in connection with payments made under the Contract. The Authority may request periodic resubmission of the W-9. If the Contractor fails to submit the form by the deadline stated in the resubmission request, the Authority may refuse to pay invoices until the Contractor has submitted the form.

The Authority requires participation in a program whereby payments under this Contract are made via electronic funds transfer into the Contractor's bank. Contractor requests to initiate such service shall include the bank name, address, account number, contact person, telephone number, and American Bankers Association (ABA) 9-digit identifying number. The initial request and any subsequent changes must be signed by the Contractor's signatory of the Contract and shall be submitted directly to the Authority's Office of Finance at vendor.setup@mwaa.com. The Contracting Officer must approve any exceptions to this requirement in writing.

B. Information Security

All connections to the Authority networks or hosts must be certified by the Authority's Chief Information Security Officer (CISO) in writing prior to authorization for use. This includes, but is not limited to, all hardware and applications, whether hosted on Authority property or in the cloud, or managed by Authority staff or Contractor.

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

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

C. Insurance

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

18 Notice to Offerors

The fact that an Offeror demonstrates alignment with Authority policies or submits the lowest Offer does not automatically result in Contract award. Factors, including conformity of the Offer to the Solicitation, the Offeror's responsibility, and any change in the Authority's requirements must be considered. No contractual obligation or

liability on the part of the Authority shall exist unless and until the Contract is awarded. No Offeror should begin Work until after formal notice of Contract award has been made by the Authority.

19 Protests

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

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

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

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

20 Freedom of Information Policy

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

21 Title VI Solicitation Notice

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or 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 no businesses will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.

SECTION VI: SPECIAL PROVISIONS

1 Contract Term

This Contract has the following term: One Year Base Period with Four One-Year Option Periods. If applicable, any option periods shall be exercised at the sole discretion of the Authority.

2 Availability of Funds

Funds are not presently available for performance under this Contract beyond December 31, 2027. The Authority's obligation for performance of this Contract beyond this date is contingent upon the availability of funds from which payment can be made. No legal liability on the part of the Authority for any payment may arise for performance under this Contract beyond this date, unless notified in writing by the Contracting Officer.

3 RESERVED

4 Bond Requirements

Upon notification by the Contracting Officer, the Offeror shall furnish, within ten (10) days, performance and/or payment bonds in an amount indicated in the Solicitation of the proposed Contract's base term price with a surety or sureties listed in the U.S. Treasury Department at: https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html. The Offeror's failure to provide required bond(s) may result in rejection of the Offer.

If the Contract contains option periods, the Contractor shall furnish a new performance bond in the amount of the Contract price for the option period, prior to the execution of that option period. The Contracting Officer may waive or reduce the performance bond requirement for any option period.

5 Insurance Requirements

A. The Contractor shall procure and maintain at its expense during the contract period the following minimum, not maximum, insurance coverage from an insurance company or companies that is/are financially sound possessing a rating of A- VII or higher from the A.M. Best Company or an equivalent rating service, insuring the Contractor against all liability, subject to policy terms, conditions, and exclusions, for injuries to persons (including wrongful death) and damages to property and any other liability arising from or caused by the Contractor's and its agents, representatives, employees, or subcontractors activities on Airports Authority premises or for services performed under this Contract. For those companies not subject to A.M. Best's ratings or equivalent, they shall have a nationally or internationally recognized reputation and responsibility and shall be approved by the Airports Authority with such approval not to be unreasonably withheld. The Metropolitan Washington Airports Authority premises are physically located in the Commonwealth of Virginia, and it is important for Contractor to ensure that all insurance policies have Commonwealth of Virginia amendatory endorsements.

B. Contractor shall advise the Airports Authority of any cancellation, non-renewal, or material change in any policy within fifteen (15) business days of Contractor receiving notification of such action from the insurer.

C. All of the policies required of the Contractor shall be primary and the Contractor agrees that any insurance, including self-insurance, whether primary, excess, or on any other basis, maintained by the Airports Authority shall be non-contributing with respect to the Contractor's insurance. Any self-insured retention, deductible, or similar obligation on all of the policies shall be the sole responsibility of the Contractor.

D. The minimum limits and types of insurance coverage requirements set forth herein will in no way be construed as the maximum as required by the Contract or as a limitation of any potential liability, or limiting the scope of the indemnity as defined in the Contract. The Contractor must protect the Personally Identifiable Information data to which the Contractor has access to or is holding.

E. The Contractor may use commercial umbrella/excess liability insurance so that Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract. Any umbrella or excess liability coverage must be at least as broad as the primary coverage and contain all coverage provisions that are required of the primary coverage.

F. The Contractor and its Subcontractors are prohibited from operating Airports Authority owned vehicles and mobile equipment.

G. A portion of the work requires Contractor and its Subcontractors to operate a vehicle and/or mobile equipment on the restricted areas of the airport such as Air Operations Area (AOA) and **unescorted vehicle access on AOA is permitted.**

H. Insurance shall be provided with the policy limits thereof to be in the minimum(s), not maximum(s), as set forth below:

1. **Commercial General Liability**
   a. Shall be written on an "occurrence" basis with a limit of not less than Five Million Dollars ($5,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required per occurrence limit. Coverage written on a "claims-made" basis is not acceptable.
   b. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Contractors and Subcontractors, Mobile Equipment and Damage to Rented Premises.
   c. The Products-Completed Operations coverage shall be provided for a minimum of two (2) years following final acceptance of the work.
   d. Additional Insured:
      (1) The *Metropolitan Washington Airports Authority, officers/officials, employees, volunteers, etc.* shall be included as an Additional Insured.
      (2) A copy of the Additional Insured endorsement must be submitted in accordance with the requirements of Section O below.
   e. Waiver of Subrogation:
      (1) Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.
      (2) A copy of the waiver of subrogation provision or endorsement must be submitted in accordance with the requirements of Section O below.

2. **Business Automobile Liability**
   a. In the event Contractor does not own automobiles in the corporate name, Contractor shall maintain coverage with each accident limit identified below for Hired and Non-Owned Autos, which may be satisfied by way of endorsement to the Commercial General Liability policy described above or separate Business Auto Liability policy. Evidence of either must be provided.
   b. Shall be a limit of not less than Five Million Dollars ($5,000,000) for each accident involving any vehicle (owned, non-owned, or hired/leased) used by the Contractor to fulfill the services contemplated by this Contract.
   c. Coverage shall apply to vehicles operating on public roadways as well as airport airfield and other restricted or secured areas, including airside operations, and the policy shall not exclude ground vehicle operations on the airfield or in proximity to aircraft.
   d. Additional Insured for Vicarious Liability:
      (1) The policy shall contain, or be endorsed to contain, Additional Insured coverage for The *Metropolitan Washington Airports Authority*.

(2) This shall be documented using ISO (Insurance Services Office, Inc.) endorsement CA 20 48 DESIGNATED INSURED or an equivalent form.

(3) A copy of the Additional Insured endorsement must be submitted in accordance with the requirements of Section O below.

e. Waiver of Subrogation:

(1) Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.

(2) A copy of the waiver of subrogation provision or endorsement must be submitted in accordance with the requirements of Section O below.

3. **Workers Compensation and Employers Liability**

a. Contractor shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed to cover each employee who is or may be engaged in work under this Contract.

b. Coverage is compulsory in the Commonwealth of Virginia for employers of two or more employees, to include the employer and subcontractors. If the Contractor is required by Virginia law to carry Workers Compensation coverage, the coverage shall be at Virginia Statutory Limits with Virginia coverage added to item 3A of the policy; a Virginia listing under item 3C of the policy is not sufficient.

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

d. Waiver of Subrogation:

(1) Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the *Metropolitan Washington Airports Authority*.

(2) A copy of the waiver of subrogation provision or endorsement must be submitted in accordance with the requirements of Section O below.

4. Cyber Liability - (Technology Errors & Omissions + Network Security & Privacy)

a. Subject to policy terms, conditions, and limitations there shall be a limit of not less than Two Million Dollars ($2,000,000) per claim.

b. Technology Errors & Omissions coverage shall include, but not be limited to the following exposures: Negligence, errors and omissions related to software design, systems analysis, systems integration, data processing, systems programming and failure of Contractor's technology products or services.

c. Network Security & Privacy Liability coverage exposures shall include, but not be limited to: Security failure (including but not limited to failure of a computer system, unauthorized access or use of a computer system, virus transmission, denial of service, physical theft of hardware) or a privacy event (including but not limited to failure to protect confidential information). Coverage must include cost to provide notification and credit monitoring to affected or potentially affected persons.

d. If the policy is written on a claims-made basis, the retroactive date must be on or before the commencement of the contracted services and the coverage must remain in force for a period of not less than two (2) years following the termination of this Contract.

e. Additional Insured for Vicarious Liability:

(1) The *Metropolitan Washington Airports Authority* and its subsidiaries, agents, officers, directors, and employees shall be included as an **Additional Insured for Vicarious Liability** in respect to the Contractor's actions on behalf of the Airports Authority.

(2) A copy of the Additional Insured endorsement must be submitted in accordance with the requirements of Section O below. Proof of Third-Party Liability coverage, demonstrated through applicable policy language, will be accepted.

f. Amend Insured v. Insured Exclusion:

(1) The policy shall not contain an exclusion for coverage in the event an "Additional Insured" brings an action against the "Named Insured".
(2) In the event the policy contains an "Insured v. Insured" exclusion, the Contractor shall ensure the "Insured v. Insured" exclusion is amended to allow an "Additional Insured" to bring an action against the "Named Insured".
(3) Evidence that this exclusion does not exist in the policy or is amended as described above must be submitted in accordance with the requirements of Section O below.

5. **Commercial Property Insurance**
   a. Commercial property insurance covering Contractor's Real and Personal Property situated on Airports Authority's premises which shall, at minimum, cover the perils insured under the ISO (Insurance Services Office) Special Causes of Loss form CP 10 30 at full value and full replacement cost of the property insured. Coverage shall not be subject to co-insurance.
   b. The Contractor shall be responsible for insuring the Airports Authority provided equipment, if any, for property damage. The Airports Authority shall not be responsible for providing property coverage for the Airports Authority provided equipment assigned to the Contractor hereunder.

I. By requiring insurance herein, the Airports Authority does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the Airports Authority in this Contract.

J. The Airports Authority reserves the right, at any time during the term of the Contract, to modify the insurance requirements outlined herein. Such adjustments may be made if, in the reasonable judgment of the Airports Authority, the existing insurance coverage is deemed inadequate to adequately protect the Airports Authority's interests. Any modification to the insurance requirements shall be made through a formal contract modification or amendment.

K. In the event of a reported claim the Airports Authority reserves the right to inspect relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Contractor, evidencing the coverage required herein, upon written demand. The Contractor shall provide a reasonable opportunity for the Airports Authority to inspect such insurance documents within fifteen (15) business days of the Airports Authority's written request for such inspection. To protect confidentiality, sensitive or proprietary information may be redacted, provided that all necessary policy details required to verify applicable liability coverage are clearly presented.

L. The failure of the Airports Authority at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Airports Authority harmless with respect to any items of injury or damage covered by this Contract.

M. Should any required insurance lapse during the contract term, requests for payments originating after such lapse may not be processed at the Airports Authority's discretion until the Airports Authority's Contracting Officer receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. The Contractor's failure to maintain the insurance required by this Contract shall also be the basis for immediate termination of this Contract at the Airports Authority's option.

N. The Contractor shall ensure that all its Subcontractors, if any, independently carry insurance appropriate to cover the Subcontractors' exposures, or are covered under the Contractor's policies. The Contractor shall require and verify that all Subcontractors maintain insurance meeting the Contractor's requirements on specific coverages and limits and as stated herein and Contractor shall ensure that the *Metropolitan Washington Airports Authority* is also included as an additional insured on insurance required from its Subcontractors. The Contractor is responsible for monitoring its Subcontractors' evidence of insurance

to ensure compliance with their subcontract with Contractor. Copies of all Subcontractors' evidence of insurance should be maintained by the Contractor, and upon request, be supplied to the Contracting Officer.

O. The Contractor shall provide the Contracting Officer with all of the required insurance policy endorsements and evidence of insurance issued by insurance company or broker/agent, in advance of the performance of any work and as soon as possible after renewal but no later than ten (10) business days after said renewal, exhibiting coverage as required by the *Metropolitan Washington Airports Authority*'s contract terms and conditions for the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of the Airports Authority.

1. The Airports Authority has the right, but not the obligation, of prohibiting Contractor from performing work under this Contract until such evidence of insurance has been provided to the Contracting Officer in complete compliance with the contract terms and conditions.
2. The evidence of insurance shall be provided on the most current industry standard form by ACORD (Association for Cooperative Operations Research and Development) or other form acceptable to the Airports Authority.
   a. For Liability Insurance, the ACORD 25 forms older than 2016/03 will not be accepted.
   b. Other evidence of insurance forms which may be acceptable include, but are not limited to, certificate forms created by the insurance company, Memorandum of Insurance, Certificate of Commercial Liability Insurance by ISO (Insurance Services Office, Inc.), and Manuscript Certificate of Insurance for certain offshore policy placements. Forms of these types will be considered on a case-by-case basis.
3. The evidence of insurance shall include the Contract Number in the Certificate Holder section.
4. If the Contractor is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Contractor shall provide the evidence of insurance in the name of Contractor's entity or partnership as the primary insured.
5. If an Umbrella policy is used to meet the total insurance limits required by this Contract and covers more than General Liability and Automobile Liability, a statement must be provided on the evidence of insurance to indicate which policies are covered by the Umbrella policy.
6. If an Excess policy is used to meet the total insurance limits required by this Contract, a statement must be provided on the evidence of insurance to indicate which policy/policies it follows.
7. The ***Metropolitan Washington Airports Authority*** must be specifically named as Certificate Holder on the evidence of insurance and any other insurance-related notices shall be issued to:

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
Procurement and Contracts Department
ATTN: Contract Number 26-23972
1 Aviation Circle
Washington DC 20001-6000

6 Minimum Living Wage to be Paid by Contractor to Employees for this Contract

A. As required by Resolution 22-38, adopted by the Authority's Board of Directors, all Contractor employees working under all Personnel-Based Service Contracts shall be paid an hourly wage no less than **$17.78 (seventeen dollars and thirteen cents), effective January 1, 2027. This amount shall be adjusted each January 1 thereafter based on the annual change in the Employment Cost Index (ECI) for wages and salaries for the Washington-Baltimore-Arlington, DC-MD-VA-WV-PA Combined Statistical Area (CSA) determined as of June 30 of the prior calendar year.** For purposes of this clause, the term "Contractor" refers to the Contractor, as well as any and all of its subcontractors that perform personnel-based services Work under this Contract. The Contractor shall include this clause in its entirety in all subcontracts entered into pursuant to this Contract.

B. No portion of the minimum wage required to be paid to employees performing Work under this Contract shall be paid in the form of health benefits. The Contractor may provide health benefits to employees in addition to the minimum wage.

C. If a Contractor's employee believes that he or she has not been paid in accordance with this clause, the employee may file a complaint with the Contracting Officer no later than six (6) months following the date of the Contractor's alleged violation.

D. If the Contracting Officer determines that the Contractor has not paid its employees in accordance with this clause, the Contractor shall be liable to the employees for the amount of the unpaid wages, plus interest at the rate applicable to judgments in Arlington County, Virginia, if the Work was performed at Ronald Reagan Washington National Airport, at the rate applicable to judgments in Fairfax County if the Work was performed along the Dulles Toll Road, or at the rate applicable to judgments in Loudoun County, Virginia, for Work performed at Washington Dulles International Airport.

E. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint or takes any other action to enforce the requirements of this clause.

F. At all times during the term of this Contract, the Contractor shall comply with the following requirements:

1. In a prominent place at its offices and at each location where its employees perform Work under this Contract, post a notice in English and Spanish that states this Contract's minimum wage rate, the employee's right to file a complaint with the Contracting Officer, and the Contracting Officer's name and address.

2. Provide, within five (5) days of an employee's request, a written statement of the required wage rate.

3. The Contracting Officer shall have the right at any time during the term of this Contract to request payroll reports, in a form approved by the Contracting Officer, of at least two (2) payroll reports and two (2) copies of a payroll check for each employee working during that quarter. The Contracting Officer may specify the payroll report dates and payroll check dates to be produced; otherwise, the Contractor may select the dates within the quarter. Contractor shall produce such reports to the Contracting Officer within five (5) business days from the date of the Contracting Officer's request for the reports. In addition, if the Contracting Officer has received an employee wage complaint, the Contractor shall produce wage documents requested by the Contracting Officer within five (5) business days of the date of the Contracting Officer's request for the documents.

4. Violation of this clause may lead to the termination of this Contract and/or a determination that the Contractor is not responsible if the Contractor attempts to obtain future Authority contracts.

7 Sensitive Data Protection Provision

A. To the extent the Contractor creates, maintains, acquires, uses, disseminates, or has access to Sensitive Data in furtherance of the Contract, the Contractor shall comply with all applicable laws, guidance, standards, and Authority directives and policies pertaining to its protection.

B. The Contractor shall notify the Authority in writing immediately upon the discovery that the Contractor is no longer in compliance with the Authority's Sensitive Data Protection Requirements, which are available at: https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources.

C. The Contractor shall report all Breaches involving Sensitive Data in writing to the Contracting Officer as soon as possible, but no more than twenty-four (24) hours after discovery. "Breach" refers to any loss of control, compromise, unauthorized disclosure, acquisition, access, or use of Sensitive Data.

D. The Contractor shall include this clause in any subcontracts awarded under this Contract which include the creation, maintenance, acquisition, use, dissemination of, or access to Authority Sensitive Data.

E. Prior to permitting any subcontractor access to Authority Sensitive Data, the Contractor shall require that the subcontractor agrees to:

1 Abide by this provision, including without limitation, provisions regarding compliance with Authority's Sensitive Data Protection Requirements, including Breach reporting.

2 Restrict use of and access to Authority Sensitive Data only to the subcontractor's employees with a legitimate "need to know" of the data in connection with the subcontractor's performance under the Contract; and

3 Certify in writing upon completion of the subcontractor's services, that the subcontractor has adhered to the Airports Authority's sensitive data protection requirements. The Contractor must report the subcontractor's failure to comply with this requirement to the Contracting Officer.

F. The Contractor shall bear all costs, losses, and damages resulting from its failure to comply with this provision. The Contractor agrees to release, defend, indemnify, and hold harmless the Authority for claims, losses, penalties, damages, and costs arising out of the Contractor's or its subcontractor's negligence, unauthorized use or disclosure of Authority Sensitive Data and/or the Contractor's or its subcontractor's breach of its obligations under this provision.

8 Use of Contract by Other Jurisdictions

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

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

A. Terms

1. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting Contract to the extent that they can be reasonably applied to the participating entity.

2. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The Contract resulting from this Solicitation shall be governed by and construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

2. To provide to MWCOG and/or BMC Contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the Contract, on demand and without further approval of Contract participants;

3. Contract obligations rest solely with the participating entities only;

4. Significant changes in total contract value may result in further negotiations of Contract pricing with the lead agency and participating entities.

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

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

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

SECTION VII: GENERAL TERMS AND CONDITIONS

1 Governing Law

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

2 Limitation of Obligations and Liabilities

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

3 Contract Extension

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

4 Order of Precedence

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

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

A. Contract Modifications, which among themselves, shall have priority in the reverse order of issuance
B. Contract
C. Contract Attachments
D. Solicitation, as amended

5 Survival

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

6 Airport Regulations

The Contractor and its employees shall be governed by: (a) all Authority regulations as posted on Authority property and at https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources and (b) as indicated by this Contract or by the Contracting Officer and/or COTR when performing Work at Ronald Reagan Washington National Airport or Washington Dulles International Airport. Operators of equipment on airport property shall comply with all licensing requirements of the Commonwealth of Virginia.

7 Safety Requirements

If the Contractor fails or refuses to promptly comply with safety requirements, the Authority may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stoppage shall be made subject to claim for extension of time or for excess costs or damages to the Contractor.

8 Security

The Contractor is responsible for complying with Authority security requirements when performing Work on Authority property. Failure to do so may result in revocation of Contractor access. Vehicle registration, vehicle operator's permits, security requirements, procedures, associated costs and applicable forms are as specified by the Contracting Officer's Technical Representative and in accordance with the Authority's Orders and Instructions, available at https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources.

There must be at least one person with an Authority-issued identification badge with all Contractor crews performing Work at Ronald Reagan Washington National Airport or Washington Dulles International Airport. Any Contractor employee who works unescorted in a restricted area of the airport must have an Authority-issued identification badge.

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

All individuals who apply for access to a restricted area of the airport must attend a Transportation Security Administration (TSA) required training session prior to receipt of an Authority-issued identification badge and vehicle operator's permit. Submission of fraudulent or intentional false statements may lead to legal enforcement action by the TSA.

9 Non-Disclosure and Confidentiality Agreement

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

10 Pre-Performance Conference

If requested by the Contracting Officer, the Contractor must meet with Authority personnel prior to commencement of the Work to discuss and develop mutual understanding related to scheduling, performance, and administration of Work.

11 Licenses and Permits

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

12 Authority Furnished Utilities for Airport Work

A. Electrical Power

Electrical Power is available through Authority load centers. The Contractor shall arrange wiring for temporary power as to cause no interference with normal Authority operations. Temporary electric wiring shall meet the standards of Article No. 590 of the 2020 National Electrical Code. The Contractor shall pay all costs for bringing power from its source. The cost of electrical power will be paid by the Authority,

unless a determination is made by the Contracting Officer that the Contractor is not taking reasonable measures to conserve its use, in which case the Contractor will be required to install a meter at its own expense and bear the cost of the electrical power used.

B. Water

Water will be made available to the Contractor at the site for Work performance and personnel use with approval from the COTR. The Contractor shall pay all costs for bringing water from its source. The cost of the water will be paid by the Authority, unless a determination is made by the Contracting Officer that the Contractor is not taking reasonable measures to conserve its use, in which case the Contractor will be required to install a meter at its own expense and bear the cost of the water used.

C. Sanitary Conveniences

Sanitary conveniences are the responsibility of the Contractor.

D. Before final acceptance of the Work by the Authority, the Contractor shall remove all temporary utilities connections and any associated equipment not part of the permanent Work or owned by the Authority.

13 Authority Property

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

The Contractor accepts the provided property in “as is” condition. The Authority may conduct scheduled or unscheduled property inventories during the Contract term. If the property is not returned by the Contractor in the same condition as it was issued (with the exception of reasonable wear and tear) or has been lost, the Contractor will be liable for the loss or damage and will be required to reimburse the Authority for the cost to replace the property or to restore the property to its original condition, as determined by the Authority.

14 Conditions Affecting Work Site and Property

A. The Contractor shall be responsible for taking steps reasonably necessary to preserve and protect conditions which can affect the site on or adjacent to the location at which the Work is to be performed (Site). Site includes, but is not limited to, structures, vegetation, utilities, and property. The Contractor shall be responsible for restoring the Site to conditions in accordance with the specifications/scope of work and local and Federal regulations, as applicable. Any failure by the Contractor to do so or to repair damages caused by the Contractor will not relieve the Contractor from the responsibility for successfully performing the Work at no additional expense to the Authority. The Authority assumes no responsibility for any understanding or representations concerning conditions made by any of its personnel or agents prior to the execution of the Contract unless such understanding or representations are expressly stated in the Contract.

B. The Contractor shall keep the Site clean and free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the premises any waste, equipment, and materials that are not the property of the Authority. Upon completion of the Work, the Contractor shall leave the Site in a condition satisfactory to the Authority.

15 Damage Reports

In all instances where Authority property and/or equipment is damaged by the Contractor or subcontractors, the Contractor shall submit a full report of the fact and extent of such damage, in writing, to the COTR within 24 hours of the occurrence.

16 Accident and Fire Reporting

A. The Contractor shall immediately report to the Contracting Officer and the COTR any accident or fire that occurs at the site of the Work which causes:

1. A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

2. Damage to Authority property, either real or personal;

3. Damage to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or

4. Damage, because of which, the Contractor requests a Contract time extension.

B. Accident and fire reports required by paragraph (A) above shall be accomplished by the following means:

1. Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Authority property (either real or personal) the total value of which is estimated at $100,000 or more, the Contractor shall report immediately by telephone to the Contracting Officer and COTR and shall confirm in writing within 24 hours to the Contracting Officer. Such communication shall state all known facts as to the extent of injury and damage and as to the cause of the accident or fire.

2. Other accident and fire reports required by paragraph (A) above the Contractor may report using a State, private insurance carrier, or Contractor accident report form, which states extent of injury and damage and cause of accident or fire. The Contractor shall mail or otherwise deliver such report to the Contracting Officer within 48 hours subsequent to the occurrence of the accident or fire.

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

17 Damage or Loss of Contractor's Property

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

18 Indemnification

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

B. In claims against any person or entity indemnified under this provision by an employee of the Contractor, a subcontractor, an employee of a subcontractor, or an agent of the Contractor or a subcontractor, the

indemnification obligation under this provision shall not be limited by the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Contractor's obligations under this section shall not be limited by coverage decisions of any insurer providing insurance to the Contractor or by any insurance policy limits or limitations.

D. The Contractor's duty to hold harmless and indemnify the Authority includes the obligation to provide defense at the Contractor's expense. The Authority has the right to approve the selection of counsel.

E. Breach of this provision is considered to be a material breach of the contract.

19 Contractor Personnel

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

20 Key Personnel

The Contractor is responsible for its employees. The Authority will not supervise the Contractor's employees, directly or indirectly. The Contractor shall not substitute any key personnel without the written consent of the Contracting Officer.

21 English Speaking Representative

At all times when Work is being performed on site, the Contractor shall have a representative present who has the capability of receiving instructions in the English language, speaking the English language, and explaining the Work to Contractor employees and Subcontractors performing the Work in a language in which they are capable of understanding. The Contractor must demonstrate that the proposed representative has sufficient technical and lingual capabilities and shall immediately replace any individual not acceptable to the Authority.

22 Subcontractor Utilization

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

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

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

23 Contracting Officer's Technical Representative (COTR)

The Contracting Officer may designate Authority personnel to act as his or her authorized representatives for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of

the Contract. Such designation will be set forth in writing by the Contracting Officer and will contain specific instructions as to the extent to which the representative may take action.

24 Interpretation or Modification

Except as otherwise provided in this Contract, no oral statement of any person and no written statement of anyone other than the Contracting Officer, shall modify or otherwise affect the terms or meaning of the Contract or specifications. The Contractor shall make all requests for interpretation or modifications in writing to the Contracting Officer.

25 Correspondence Procedures

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

26 Contractor Performance Evaluation

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

27 Brand Standards

The Contractor shall ensure any Creative Work produced for the Authority (1) will comply with the Authority's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. The Authority, in its sole discretion, will determine compliance with these requirements. Creative Work includes, but is not limited to websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the Authority.

28 Publicity Releases

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

29 Quality of Work

A. The Contractor shall perform all Work under this Contract in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove any employee from Work that the Contracting Officer deems incompetent or careless.

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

C. If the Contractor fails to promptly perform the nonconforming Work or to take the necessary action to ensure future performance in conformity with Contract requirements, the Authority may: (1) by Contract or otherwise, perform the Work and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such Work or (2) terminate the Contract for default.

30 Inspection of Work

A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the Work under this Contract. The Contractor shall maintain and make available to the Authority complete records of all inspections and tests performed by the Contractor during Contract performance and for as long as the Contract requires.

B. The Authority has the right to inspect and test all Work called for by the Contract, to the extent practicable, at all times and places during the term of the Contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the Work.

C. If any of the Work does not conform with Contract requirements, the Authority may require the Contractor to perform the Work again in conformity with Contract requirements at no increase in Contract amount. When the defects in Work cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the Contract price to reflect the reduced value of the Work performed.

D. If the Contractor fails to promptly perform the Work again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Authority may (1) by Contract or otherwise, perform the Work and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such Work or (2) terminate the Contract for default.

31 Title

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

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

32 Audit and Inspection of Records

The Contractor shall maintain records and the Contracting Officer shall, until the expiration of five years after final payment under this Contract, have access to and the right to examine any pertinent books, documents, papers and records, including any stored electronically, of the Contractor involving the formation of the Contract; transactions related to the Contract; and records relating to subcontracts, including, but not limited to, payroll records, tax information, and accounting records for the purpose of inspection, making audit, examination, excerpts and transcriptions. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the Contracting Officer shall until the expiration of five years after final payment under the Contract have similar access to and the right to examine any pertinent books, documents, papers and records, including any stored electronically, of the subcontractor(s) involving all aspects of the subcontract including formation. Upon request of the Contracting Officer, Contractor and its subcontractors shall, in a form acceptable to the Contracting Officer, submit a third party attestation report regarding its policies, controls, processes and security.

The Contracting Officer shall have all of the aforementioned rights for all types of contracts including fixed price contracts. The rights include without limitation the right to examine costs and records as they relate to this Contract. The Authority's rights hereunder are in addition to any other audit and inspection rights under the Contract. The Contracting Officer shall have the broad rights of audit and inspection including but not limited to, the right to examine books, records, documents and other evidence, including any stored electronically, and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature that have been incurred for the performance of this Contract. Such right of examination shall include inspection at all reasonable times of the Contractor's labor, materials, plant or such parts thereof, or other costs or revenues as may be expended or received as a part of the performance of the Contract.

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

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

33 Invoicing and Payment

A. The Authority shall pay the Contractor the Contract price as provided in this Contract.

B. The Contractor shall submit an invoice and all required supporting documentation, to include the Invoice Attachment Form, as a single attachment to MWAA.Invoices@mwaa.com with a copy to the COTR. Invoices shall be properly identified with the Contractor's name, address, and applicable Contract/Purchase Order number. The Invoice Attachment Form is available at https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources and shall provide information on all subcontractors, each subcontractor's scope of services, and the subcontract dollar amount for those services. The Authority reserves the right to reject invoices that do not conform to these requirements. If submitting more than one invoice, each invoice must be submitted in a separate email message. Inquiries about the status of payments and other invoice-related matters should be sent to Accounts.Payable@mwaa.com.

C. If the Authority finds that the Contractor achieved satisfactory progress during the period invoiced, the Authority shall authorize payment to be made in full. If however, the Contractor has not made satisfactory progress, the Authority may retain a maximum of ten (10) percent of the amount of the payment until the Contractor achieves satisfactory progress. When the Work is substantially complete, the Authority may retain from previously withheld funds and future progress payments that amount which the Contracting Officer considers adequate for protection of the Authority and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each portion of Work, or other division of the Contract, for which the price is stated separately in the Contract, the Authority will make payment for the completed Work without retention.

D. All material and Work covered by progress payments made shall, at the time of payment, become the sole property of the Authority, but shall not be construed as:

1. Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
2. Waiving the right of the Authority to require the fulfillment of all the terms of the Contract.

E. The Authority shall pay the final amount due the Contractor under this Contract after:

1. Completion and acceptance of all Work;
2. Submission of a final invoice; and
3. Presentation of releases of all claims, liens and encumbrances against the Authority arising by virtue of this Contract. The release shall identify other claims, liens and encumbrances, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract have been assigned. Any assignment must be approved by the Contracting Officer.

F. The Authority shall make payment within thirty (30) calendar days after receipt of a proper invoice.

G. The Contractor shall pay its subcontractors within ten (10) days following receipt of payment from the Authority. A Subcontractor's Work is satisfactorily completed when all the tasks called for in the Subcontract have been accepted and documented as required by the Authority. When the Authority has

made an incremental acceptance of a portion of a Contract , the Work of a Subcontractor covered by that acceptance is deemed to be satisfactorily completed. The Contractor also agrees to return any retainage withheld from subcontractors within ten (10) days after the subcontractor has satisfactorily completed its Work. Any delay or postponement of payment to a subcontractor may not take place without prior approval of the Authority. A finding of subcontractor non-payment is a material breach of this Contract. The Authority may, at its discretion increase allowable retainage or withhold progress payments unless and until the Contractor demonstrates timely payment of sums due subcontractors. Provided, however, that the presence of a "pay when paid" clause in a subcontract shall not preclude Authority inquiry into allegations of non-payment. Provided, further, that the remedies above shall not be employed when the Contractor demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or Supplier. The Contractor shall incorporate this provision into all subcontracts that result from the Contract.

34 Warranty

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

B. If the Contractor is required to correct or reperform, it shall be at no cost to the Authority, and any Work corrected or reperformed by the Contractor shall be subject to this clause to the same extent as Work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.

C. If the Authority does not require Correction or reperformance, the Contracting Officer shall make an equitable adjustment in the Contract price.

35 Notification of Ownership Changes

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

36 Consent to Assignment

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

37 Bankruptcy

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

38 Changes

A. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

1. Work to be performed;

2. Time of performance (*e.g.*, hours of the day, days of the week); or

3. Place of performance of the Work.

B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

C. The Contractor must submit any proposal for adjustment under this clause within 30 days from the date of receipt of the written order. If however, the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the Contract.

D. If the Contractor's proposal for adjustment includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

E. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this clause however, shall excuse the Contractor from proceeding with the Contract as changed.

39 Modification Proposals

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

40 Price Adjustment

A unit price may be subject to change after the first year of the Contract term only as a result of a substantial documented actual increase or decrease in the Contractor’s direct cost. Any cost increase the Contractor proposes must be submitted to the Authority 60 days prior to the proposed effective date and shall not total more than the latest Bureau of Labor and Statistics’ Producer Price Index (PPI) Final Demand 12-month percent change not seasonally adjusted at the time of submission of the request in any one year.

To request a price increase, the Contractor must provide line-item detail, including current Contract price and proposed revised price, and the actual dollar and percentage difference for each line item. Documentation from the Contractor’s supplier(s) showing the actual dollar increase/decrease to the Contractor must accompany the request. The request must be submitted to the Contracting Officer. If the increase is approved, the Contractor will be notified in writing. No price increase will be effective until the Contractor receives this notice.

The Contractor must submit to the Contracting Officer a proposed reduction in unit prices at each renewal period under the Contract when there is a decrease equal to or greater than 5% in the latest Bureau of Labor and Statistics Producer Price Index (PPI) Final Demand 12-month percent change not seasonally adjusted.

41 Claims for Additional Costs

If the Contractor wants to make a claim for an increase in the Contract sum, it shall give the Authority written notice of the intent to do so within twenty (20) calendar days following the occurrence of the event giving rise to

the claim. The Contractor shall give this written notice prior to proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract sum resulting from such claim shall be authorized by Contract modification.

42 Disputes

A. General

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

B. Waiver of Jury Trial

To the fullest extent permitted by law, the Contractor and the Authority hereby waive their respective rights to a trial by jury on any dispute or claim or cause of action upon, arising under, arising out of or related to, the Contract. In addition, the Contractor and the Authority hereby waive their respective rights to trial by jury in any other proceeding or litigation of any type brought by any of the contracting parties against the other party whether with respect to contract claims or actions, tort claims, or otherwise. Without limiting the foregoing, the Authority and the Contractor further agree that their respective rights to a trial by jury are waived as to any action, counterclaim, or other proceeding that seeks, in whole or in part, to challenge the validity or enforceability of the Contract. This waiver of jury trial shall also apply to any subsequent amendments, modifications, renewals or supplements to the Contract.

C. Performance Pending Dispute

The Contractor shall proceed diligently with performance of the Contract’s requirements, including the disputed portions, pending resolution of any dispute.

D. Steps of Administrative Disputes Procedure

1. Claim Submission

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

2. Prohibited Claim Formats

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

E. Claims Review and Disposition

1. Contracting Officer Discussions

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

2. Alternative Dispute Resolution (ADR)

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

a. Selection of the neutral mediator shall be as made by the parties by a mutually agreeable date; a neutral means an individual who is trained or experienced in conducting dispute resolution proceedings and in providing dispute resolution services related to relevant contracts.

b. All statements made as a part of the proceeding and all memoranda, work products or other materials made during the course of the mediation are deemed confidential and are to be treated in accordance with Virginia Code Section 8.01-576.10; in addition, the statements and any written materials are considered privileged settlement discussions, are not party admissions, and are made without prejudice to any party's legal position, if mediation does not result in an agreement.

c. Materials prepared for the mediation are not subject to disclosure in any other judicial or administrative proceeding.

d. Informal discovery is permissible in the form of production or inspection of certain categories of documents.

e. The parties agree to split evenly the costs of the mediator and any incidental costs associated with holding the mediation.

3. Impasse and Litigation

If the ADR procedure does not result in an agreement, the Contracting Officer can declare an impasse.

4. Contracting Officer's Final Decision

Within sixty (60) calendar days of the declaration of an impasse, the Contractor shall request a written final decision by the Contracting Officer and provide documentation to support its claim. The Contracting Officer shall issue a final decision within sixty (60) calendar days from receipt of the request unless the Contracting Officer determines the dispute is complex in nature. The final decision of the Contracting Officer shall be final and conclusive unless within thirty (30) calendar

days from receipt of the Contracting Officer's final decision, the Contractor mails or otherwise furnishes a written notice of appeal in accordance with the Contracting Officer's Final Decision.

5. Litigation

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

F. Remedies for inappropriate claims

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

1. Remedies for Reckless or Frivolous Claims

In the event that the Contractor makes a claim against the Authority and the Contractor's claim, as certified by an officer of the Contractor, is a) found by a court to be based on any reckless statement contained in the certification of the claim or b) is found by a court to be of frivolous nature or materially overstated in amount, then the Contractor shall be liable to the Authority and shall pay to it a percentage of costs incurred by the Authority in investigating, analyzing, negotiating, mediating and litigating (including attorneys' fees) the frivolous or overstated claim. The percentage of costs referenced shall be equal to the percentage of the Contractor's total claim which is determined through litigation to be the result of a reckless statement or frivolous claim. "Frivolous" shall mean having no basis in law or in fact. This remedy is a contractual remedy and does not otherwise affect the other rights of the Authority in law or in equity.

2. Remedies for False or Misleading Statements or Material Misrepresentation

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

43 Suspension of Work

A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to suspend all, or any part of the Work called for by this Contract for a reasonable period of time to be determined by the Contracting Officer after the Contracting Officer delivers the order to the Contractor and for any further period to which the parties may agree. The order shall be specifically identified as a "Suspension of Work Order" issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of Work suspension. Within a period of 90 days after a Suspension of Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either cancel the Suspension of Work Order or terminate the Work covered by such order as provided in the Default or Termination for the Convenience of the Authority clauses of this Contract.

B. If a Suspension of Work Order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment to the delivery schedule or Contract price, or both, and modify the Contract in writing accordingly, if:

1. The Suspension of Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and

2. The Contractor asserts a claim in writing for such adjustment within 30 days after the end of the period of Work suspension; provided that, if the Contracting Officer decides the facts justify such action, the Contracting Officer may receive and act upon any such claim submitted at any time before final payment under this Contract.

C. If the Contracting Officer does not cancel the Suspension of Work Order and the Work covered by the order is terminated for the convenience of the Authority, the Contracting Officer shall allow reasonable costs resulting from the Suspension of Work Order in arriving at the amount due to the Contractor.

D. If the Contracting Officer does not cancel the Suspension of Work Order and the Work covered by the order is terminated, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the Suspension of Work Order.

44 Termination for Convenience of the Authority

A. The Authority may terminate performance of Work under this Contract in whole or, from time to time, in part, if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer shall terminate the Work by delivering to the Contractor a “Notice of Termination” specifying the extent of termination and the effective date.

B. After receipt of a “Notice of Termination,” and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause;

1. Stop work as specified in this notice.

2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they relate to the Work terminated.

4. Assign to the Authority, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Authority shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

5. With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

6. As directed by the Contracting Officer, transfer title and deliver to the Authority (i) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, the Contractor would be required to furnish to the Authority.

7. Complete performance of the Work not terminated.

8. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.

9. As directed or authorized by the Contracting Officer, use its best efforts to sell and/or return at the Authority's expense to manufacturers, suppliers, or distributors for full credit less any applicable restocking charges, any property of the types referred to in subparagraph 6. above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Authority under this Contract, credited to the price or cost of the Work, or paid in any other manner directed by the Contracting Officer.

C. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year of any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and the Authority will pay the amount determined by the Contracting Officer.

D. Subject to paragraph C. above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on Work done. However, the agreed amount, whether under this paragraph D. or paragraph E. below, exclusive of costs shown in subparagraph E.3. below, may not exceed the total Contract price as reduced by (A) the amount of payments previously made and (B) the Contract price of Work not terminated. The Contracting Officer shall modify the Contract and pay the Contractor the agreed amount. Paragraph E. below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

E. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of Work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph D. above:

1. The Contract price for completed supplies or services accepted by the Authority (or sold or acquired under subparagraph B.9. above) not previously paid for, adjusted for any saving of freight and other charges.

2. The total of -

a. The costs incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph E.1. above;

b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision a. above; and

c. A sum, as profit on subdivision a. above, determined by the Contracting Officer in effect on the date of this Contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contracting Officer shall allow no profit under this subdivision c. and shall reduce the settlement to reflect the indicated rate of loss.

3. The reasonable costs of settlement of the Work terminated, including -

a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

b. The termination and settlement of subcontracts (excluding the amounts of such settlements);

c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory; and

d. Other costs determined to be reasonable by the Contracting Officer.

F. Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph E. above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Authority or to a buyer.

G. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs C., E., or I., except that, if the Contractor failed to submit the termination settlement proposal within the time provided in paragraphs C. or I., and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraphs C., E., or I. , the Authority shall pay the Contractor (1) the amount determined by the Contracting Officer, if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

H. In arriving at the amount due the Contractor under this clause, there shall be deducted -

1. All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract;

2. Any claim which the Authority has against the Contractor under this Contract; and

3. The agreed price for, or the proceeds of, sale of materials, supplies or other things sold or sold under the provisions of Paragraph B.9 of this clause and not recovered by or credited to the Authority.

4. The amount credited to the Contractor for materials, supplies or other things that are returned to the manufacturers, suppliers or distributors in accordance with Paragraph B.9 of this clause and not recovered by or credited to the Authority.

I. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the Contract. The Contracting Officer shall make any equitable adjustment agreed upon. The Contractor shall submit any proposal for an equitable adjustment under this clause within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.

J. 1. The Authority may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Contracting Officer believes that the total of these payments will not exceed the amount to which the Contractor will be entitled.

2. If the total payments exceed the amount the Authority finally determines to be due, the Contractor shall repay the excess to the Authority upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction

in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

K. Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Authority, at the Contractor's office, at all reasonable times, without any direct charge.

45 Default

A. If the Contractor: 1) fails to comply with the terms of this Contract; 2) refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in this Contract including any extension; or 3) fails to complete the Work within this time, the Authority may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work). In this event, the Authority may take over the Work and complete it by Contract or otherwise, and may take possession of and use any materials, appliances, and plants on the Work site necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to the Authority resulting from the Contractor's refusal or failure to comply with the Contract or to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Authority in completing the Work.

B. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause, if:

1. The delay in completing the Work or failure to comply with Contract terms arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: (i) acts of God or of the public enemy, (ii) acts of the Authority in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the Authority, (iv) fires, (v) floods, (vi) strikes, (vii) freight embargoes, (viii) unusually severe weather, or (ix) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers, and

2. The Contractor, within ten (10) days from the beginning of any delay (unless extended by the Contracting Officer in writing), notifies the Contracting Officer in writing of the causes of delay or failure to comply with Contract terms. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the Contracting Officer shall extend the time for completing the Work.

C. If, after termination of the Contractor's right to proceed, the Authority determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Authority.

D. The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this Contract.

46 Force Majeure

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

beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the Work so as to endanger performance.

If the failure to perform or deliver is caused by the failure of a Subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless –

1. The subcontracted supplies or services were obtainable from other sources;
2. The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from another source; and
3. The Contractor failed to comply reasonably with this order.

Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform or deliver results from one or more of the causes above, the Contractor shall revise the delivery schedule, subject to the rights of the Authority under the termination clause of this Contract.

47 Trademarks, Copyrights and Patents

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

48 Notice and Assistance Regarding Patent and Copyright Infringement

A. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any claim or suit against the Authority, on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Authority, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim.

C. Except as otherwise provided, and except to the extent infringement was caused by the Authority, the Contractor agrees to indemnify the Authority and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any patent or copyright arising out of the performance of this Contract.

49 Compliance with Employment Eligibility Verification, Form I-9 and E-Verify

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

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

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

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

A. Is for:

1. Commercial or non-commercial services (except for commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

2. Construction or construction-related services;

B. Has a value of more than $3,000.

50 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.

51 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the

sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs 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 sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

52 Title VI List of Pertinent Nondiscrimination Act and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- To ensure compliance with Title VI, you must take reasonable steps to ensure that limited English proficiency persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

53 Telecommunications and Video Surveillance Services or Equipment

A. In accordance with Federal Acquisition Regulation (FAR) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, the Contractor is prohibited from providing covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are defined in FAR 52.204-25, unless an exception as outlined in paragraph (B) applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

B. This provision does not prohibit the Contractor from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

C. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (D) of this clause to the Contracting Officer, unless procedures for reporting the information are established elsewhere in this Contract. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

D. The Contractor shall report the following information pursuant to paragraph (C) of this clause:

1. Within one business day from the date of such identification or notification: the Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (D)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

SECTION VIII: ATTACHMENTS

1 Statement of Work

2 Evaluation Criteria and Proposal Submission Requirements

3 Technical Proposal Questionnaire