Metropolitan Washington Airports Authority

REQUEST FOR QUOTATIONS

						Page 1
Metropolitan Washingt	on Airnorte Auth	ority		MATION CONTACT		
Metropolitan Washington Airports Authority Materials Management, MA-133			gina Leigh ad Purchasing Agent			
Terminal A, Room 278 Washington, DC 20001-4901						
				E NUMBER: (No Collect Calls) 703	-417-8108	
2. REQUEST FOR QUOTATI 2-10-B221	ONS NUMBER		3. DATE ISSUE August 1			
4. DESCRIPTION OF GOODS	OR SERVICES		August	, 2010		
(BPO) agreeme setup, mainten	ontract: is Request fo ent to furnish ance, and tal	or Quotation (RFC all necessary lab	or, material ay Decoratio	n competitive bids to establish s, tools, equipment and superv ns at Ronald Reagan Washing	vision to provide	e annual
		s solicitation mus aa.com/3173.htn		ed by 3:00 PM August 25, 201	0 via the Autho	ority's
5. LOCAL DISADVANTAGE	BUSINESS ENTER	PRISE PARTICIPATION RE	QUIREMENT			
This Request for C	uotations ha	as a 100% LDBE	participation	requirement.		
6. DEADLINE FOR QUOTAT	ON SUBMISSION					
	hall be marked	to show the quoter's r	name and addr	n by 4:00 P.M. local time, Septem ess, the RFQ number, and the date ar		
		erifying number and dotation being determin		ments prior to submitting a quotation.	Failure to acknowle	edge an
7. NAME AND ADDRESS OF				9. REMITTANCE ADDRESS (If different than	Item 7)	
				10A. E-MAIL ADDRESS		
8A. TELEPHONE NUMBER	8B.	FAX NUMBER		10B. COMPANY INTERNET WEBSITE		
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
NOTICE: Quotation shall be va	lid for 60 days					
11. ACKNOWLEDGMENT O	AMENDMENTS (T	his quoter acknowledges r - give number and date of		12A. NAME & TITLE OF PERSON AUTHORIZ	ED TO SIGN	
amendments to this Rec	destroi Quotations	give number and date of	l			
AMENDMENT NO.				12D SICNATURE		12C DATE
, WILIADIVILIATINO.				12B. SIGNATURE		12C. DATE
DATE						

2. PERIOD OF CONTRACT:

2.1 This contract, if a contract is awarded, shall be for a period of One (1) Year, beginning on or about September 1, 2010 and ending on August 31, 2011, unless renewed under the provision below:

The contract, as executed, shall include the options to renew for two (2) additional one year periods, with said options to be exercised solely at the Authority's discretion from:

September 1, 2011 until August 31, 2012, and from,

September 1, 2012 until August 31, 2013, progressively.

- 2.2 In recognition of the potential for fluctuations of the contractor's cost for the years subsequent to year one, the contractor must complete the pricing schedule for the option years. Evaluation of the option year prices will not obligate the Authority to exercise the options.
- 2.3 Unless otherwise amended in writing, and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the contract shall remain in full force and effect with the only change being in the contract term.
- 3. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:
- 3.1 As requirements arise from specific quantities of items covered herein, orders will be placed by the Authorized Individuals.
- 3.2 The quantities specified in this solicitation are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered. Since volume will depend upon requirements which develop during the contract period.

4. SCOPE OF WORK:

The Statement of Work addresses setup, maintenance and take down of annual holiday decorations located at various Authority owned buildings at DCA. The contractor shall furnish all necessary labor, materials, tools, equipment, and supervision in accordance with the attachments.

5. APPLICABLE CLAUSES:

WORK AREA

The contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. The scaffolding, equipment, and materials that are not the property of the Authority must be removed promptly after completing the work. The contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

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WARRANTY OF SERVICES

"ACCEPTANCE", as used in this clause, means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"CORRECTION", as used in this clause, means the elimination of a defect. Notwithstanding inspection and acceptance by the Authority or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer shall give written notice of any defect of nonconformance to the contractor within 30 days from the date of acceptance by the Authority's authorized representative. 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.

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

If the Authority does not require correction of re-performance, the contracting officer shall make an equitable adjustment in the contract price.

INSURANCE REQUIREMENTS

NOTE: Contractor shall insure that all representations and requirement are fulfilled as required, and shall forward all documentations when requested..

INSURANCE

The contractor shall procure and maintain at his/her expense during the contract period the following insurance coverage from an insurance company or companies possessing a rating of A VII or higher from the A.M. best company or an equivalent rating service.

The Metropolitan Washington Airports Authority SHALL BE NAMED AS AN ADDITIONAL INSURED on all policies, except Workers' Compensation and Employer's Liability, and, if such policy is required, Professional Liability. It shall also state "for all contracted Activities of the Metropolitan Washington Airports Authority".

The following policies MUST PROVIDE for THIRTY (30) days advanced notice to the Authority of cancellation, non-renewal of the coverage, or any material change in the policy. All contractor's policies shall be primary and Contractor agrees that any insurance maintained by the Authority shall be excess of and non-contributing with respect to the Contractor's insurance. The Authority reserves the right to waive the insurance requirements for the apparent successful offeror for good cause.

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COMPREHENSIVE AUTOMOBILE LIABILITY

\$500,000 Combined Single Limit for bodily injury and property damage per occurrence for owned, non-owned and hired vehicles; however, if any portion of the contractor's work will occur on the Airport Operations Area (AOA) (Aerodrome), the insurance requirement shall be \$1,000,000.

COMMERICAL GENERAL LIABILITY

\$1,000,000 combined single limit for bodily injury and property damage per occurrence; however, if any portion of the contractor's work will occur on the airport operations area (AOA) (Aerodome), the insurance requirement shall be \$5,000,000. Coverage must include broad form contractual, property damage, personal injury, premises operations, products-completed operations independent contractors and subcontractors, and fire legal liability.

PROFESSIONAL LIABILITY (if applicable)

\$1,000,000 per occurrence with a \$1,000,000 aggregate for all employees. The coverage shall include unintentional errors or omissions endorsement and cross liability endorsement. When Environmental Impairment Liability is also required, the Professional Liability shall not contain any exclusion or limitation related to environmental impairments.

"All RISK" PROPERTY - Contractor's Property

Replacement cost under an "All Risk" police for any of the Contractor's Real or personal property used or situated on Authority property. All policies shall contain a waiver of subrogation and rights of recovery against the Authority, including recovery of any deductibles.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Virginia statutory limits will all states endorsement for Worker's Compensation and \$500,000 for employer liability.

SUBMISSION OF CERTIFICATE

The contractor shall provide the contracting officer with a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage as required by the Metropolitan Washington Airports Authority's contract terms and conditions. The Contractor is responsible to ensure that all Subcontractors independently carry the minimum insurance requirement or are covered under the Contractor's policies. The certificate of insurance shall be provided on the industry standard form ACORD 25-S, and be mailed to the following address:

Metropolitan Washington Airports Authority Ronald Reagan Washington National Airport Materials Management Division, MA-133 Terminal A, Room 278 Washington, DC 20001

Certificates showing compliance with the above requirements will be submitted and to the satisfaction of the Authority's Risk Manager before execution of the contract.

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SAFETY REQUIREMENTS

- A. In performing this contract the contractor shall protect the health and safety of employees and other persons; prevent damage to property, materials, supplies, and equipment; and avoid interrupting the normal operation of the Airport. For these purposes, the contractor SHALL:
- (1) Place all materials and equipment in approved areas when not in use where they will not constitute a hazard to airport operations. All stockpile materials shall be prominently marked as directed by the Contracting Officer's Technical Representative (COTR).
- (2) Ensure that no open flame welding, or torch cutting operations are performed until after the Authority fire marshall has inspected the area in which the work is to be performed and determined that adequate fire and safety precautions have been taken.
- (3) Ensure that all material and equipment is secured to prevent wind-blown hazards to the safe operation of aircraft.
- (4) Comply with all applicable provisions of O.S.H.A. Construction and Health regulations, 29 CFR PART 1926.
- (5) Comply with the O.S.H.A. Standards contained in 29 CFR PART 1910.
- (6) Provide appropriate safety barricades, signs, and signal lights.
- (7) Ensure that any additional measures the contracting officer determines to be reasonable necessary for this purpose are taken.
- B. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- C. If the contracting officer notes any noncompliance with these requirements, or is advised of such noncompliance by a governmental agency with authority to enforce safety regulations, the contracting officer shall notify the contractor of the noncompliance and of the corrective action required. This notice, when delivered to the contractor or the contractor's representative at the site of work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to take corrective action promptly, the contracting officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- D. Before commencing the work, the contractor shall:
- (1) Submit a written proposal for implementing this clause; and

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- (2) Meet with representatives of the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- E. The contractor shall report to the contracting officer any accident or fire occurring 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 time;
- (2) Damage of \$1,000 or more to Authority property, either real or personal;
- (3) Damage to contractor or subcontractor owned or leased motor vehicles or mobile equipment;
- (4) Damage because of which a contract time extension may be requested.
- F. Accident and fire reports required by the 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, shall be reported immediately by telephone to the contracting officer or his/her authorized representative and shall be confirmed by telegram within 24 hours to the contracting officer. Such telegram shall state all known facts as to the extent of injury or damage and as to the cause of the accident or fire.
- (2) Other accident and fire reports required by paragraph (A) above may be reported by the contractor using a state, private insurance carrier or contractor accident report form which states extent of injury and damage and cause of accident or fire. Such report shall be mailed or otherwise delivered to the contracting officer within 48 hours of the occurrence of the accident or fire.
- G. The contractor shall assure compliance by subcontractor at all times with the provisions of this clause.

INSPECTION OF SERVICES – FIXED PRICE

Definitions: "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

The contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Authority during contract performance and as long afterwards as the contract requires.

The Authority has the right to inspect and test all services called for under the contract, to the extent practicable at all times and places during the term of the contract. The Authority shall perform inspections and test in manner that will not unduly delay the work.

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If any of the services do not conform with contract requirements, the Authority may require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and reduce the contract price to reflect the reduced value of the services performed.

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

NOTICE OF LOCAL DISADVANTAGED BUSINESS ENTERPRISE PURCHASE SET-ASIDE

Quotations under this acquisition are solicited from local disadvantaged business enterprise concerns only. Any contracts resulting from this solicitation will be made only from a LDBE concern furnishing its own manufactured product, or from a LDBE providing the product of another manufacturer. Quotations received from concerns that are not from a LDBE shall not be considered and shall be rejected. Refer to Appendix II "Business Enterprise Participation"

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Attachment: Statement of Work

- I. Introduction
- II. Summary of Work
- III. Definitions
- IV. Base Services
- V. Supplemental Services
- VI. General Requirements
- VII. Deliverables
- VIII. Method of Payment

Scope of Work Appendix:

- A. Authority Provided Inventory List
- B. Contractor provided Materials
- C. Photographs
- D. Contract Service Call Order Form
- E. Employment Certification Letter

Attachment: Pricing Schedule

Appendix:

- Appendix I: Representation and Certification
- Appendix II: Business Enterprise Participation
- Exhibit A: Voluntary Efforts to Obtain MBE/WBE Participation
- Exhibit B: Zip Code Reference
- Exhibit C: LDBE NAICS Size Standards for Solicitation
- Exhibit D: Contract Participation Form
- Exhibit E: Letter of Intent
- Exhibit F: LDBE Certification Application Information
- Exhibit G: Application for Joint Venture Eligibility
- Exhibit H: LDBE Waiver Request Procedure
- Exhibit I: LDBE Unavailability Certification
- Exhibit J: Invoice Attachment Form and Instructions

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STATEMENT OF WORK TABLE OF CONTENTS

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- II. SUMMARY OF WORK
- **III. DEFINITIONS**
- **IV. BASE SERVICES**
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- VII. DELIVERABLES
- VIII. METHOD OF PAYMENT

APPENDIX

- A. AUTHORITY PROVIDED INVENTORY LIST
- B. CONTRACTOR PROVIDED MATERIALS
- C. PHOTOGRAPHS
- D. CONTRACT SERVICES CALL ORDER FORM
- E. EMPLOYMENT CERTIFICATION LETTER

I. INTRODUCTION

The Metropolitan Washington Airports Authority (referred to herein as "MWAA" or the "Authority") is responsible for the operation, maintenance and repair of Ronald Regan Washington National Airport (referred to herein as "DCA"). This Statement of Work addresses setup, maintenance and take down of annual holiday decorations located at various Authority owned buildings at DCA.

II. SUMMARY OF WORK

The Base Services section of this Statement of Work (SOW) provides for annual setup, maintenance and take down of holiday decorations. The Supplemental Services section of this SOW provides for holiday decorations and plants not covered under Base Services.

The Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment and transportation necessary to fulfill all the requirements of this SOW.

The term of this requirement is intended to consist of a base year with the option to extend for two additional one (1)-year periods.

III. DEFINITIONS

ACCEPTANCE - 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.

AIRPORT – Ronald Reagan Washington National Airport a.k.a. "DCA."

AUTHORITY - The Metropolitan Washington Airports Authority.

BUSINESS HOURS, AUTHORITY - For the purpose of this SOW, regular business hours of the Authority shall be 7:00 a.m. through 3:30 p.m. EST/EDT, Monday through Friday, excluding weekends and holidays.

CLEAN – Surfaces free of dirt, dust and debris.

CORRECTION - The elimination of a defect.

COTR- Contractors Officers Technical Representative - An Authority employee or Consultant specifically designated by the Contracting Officer to assist in carrying out the CO's responsibilities at the project site.

JOB SITE – The area within the Authority's property lines or portions of such areas which are described by the COTR.

KEY PERSONNEL - Individual employed by the Contractor, who has the responsibility and authority for fulfilling any of the requirements of this Specification and or the associated contract document.

MA-126 - Engineering and Maintenance Department, Maintenance Engineering Division.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY – The public body responsible for the operation and management of both Washington Dulles International Airport (IAD) and Ronald Reagan Washington National Airport (DCA).

OSHA - U.S. Occupational Safety and Health Administration. The Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.

QUALITY ASSURANCE – A means by which the Authority is able to confirm that the quantity and quality of services received conformed to contract requirements. These methods/procedures are not intended to aid the contractor in the performance of the contract requirements and shall not be a substitute for contract quality control.

QUALITY CONTROL – A method used by the contractor to assure that quality services are provided to satisfy the requirements of the contract.

SOW - Statement of Work.

IV. BASE SERVICES

The Contractor shall provide all supervision, labor, materials, supplies, parts, tools, transportation and equipment necessary to setup, maintain, and take down Authority provided decorations (**Appendix A**) and contractor provided decorations (Appendix B) at Ronald Reagan Washington National Airport.

The Contractor shall provide a crew of twelve (12), comprised of two supervisors and ten (10) workers to perform the requirements set forth in the SOW.

The Contractor shall provide, prepare and decorate new bows each year for the holiday decorations. The contractor shall prepare all holiday decorations on ground level and Authority employees will hang the decorations. All trees/wreaths shall be decorated on the job site. Pictures of prior year decorations are shown in Appendix C.

The Contractor shall provide weekly maintenance of the contract provided poinsettias during the holiday season. Dead or dying poinsettias shall be replaced by the contractor at no additionally cost or authorization.

The Contractor shall coordinate all work with Ralph Sellers, MA 120 night shift supervisor (703) 417-1853.

The Contractor shall assist the Authority in installing stanchions around free standing trees. The Authority will provide the stanchions.

V. SUPPLEMENTAL SERVICES

The Authority may, during the course of this contract, request supplemental services from the Contractor. These services are outside the requirements of the Base Contract and include, but are not limited to including, as need additional poinsettias, tree bows, wreaths, garland swags, strings of white mini-lights and misc. supplies. All such work shall be requested and approved in advance in writing by the COTR using the "contract services call order" form (Appendix D). This call order will contain a description of the services that are required from the Contractor along with an estimated cost to perform the work. Labor to complete call orders shall be at the fully loaded rates provided in the Contractor's price proposal (i.e. – the pricing schedule). Materials, equipment and parts requested on a call order that are not identified on the pricing schedule shall be charged at the Contractor's cost plus 10%. Unless otherwise approved in writing by the COTR, the Contractor shall not invoice the Authority for supplemental services for an amount greater than the estimated cost provided in the approved call order. The Contractor shall not proceed with any work that is outside the scope of the Base Contract until written authorization is provided by the COTR via a signed call order.

Unless otherwise directed by the Authority, the Contractor shall provide the Authority with an accurate written estimate of the cost and time for the Contractor to complete each of the tasks requested by the Authority. These estimates are to be provided by the Contractor to the Authority within five business days from request.

VI. GENERAL REQUIREMENTS

A. CONTRACTOR'S QUALIFICATIONS

The Contractor shall have at least five (5) years documented experience in the business of installing, maintaining and taking down holiday decorations in Airports or shopping malls. The Contractor's employees, including new hires, must be legal to work in the United States. The Contractor shall confirm citizenship of all foreign-born employees and alien numbers (Green Card), if not a US citizen. Contractor shall fill out and return to the

COTR a signed copy of the Certification Letter (**Appendix E**), certifying that all employees are legal to work in the United States.

B. CONTRACTOR SUPERVISORS

The Contractor supervisors shall have at least five (5) years documented experience in the business of installing, maintaining and taking down holiday decorations in Airports or shopping malls. At a minimum, the supervisor must be able to speak and write in English.

C. PARKING

Parking will be provided to the contractor for the period that work is performed during the hours of 10:00 PM to 5:30 AM only. The contractor shall contact the COTR a minimum of one week before the work is scheduled to start and obtain a temporary paring permit to park in the Area 7 zone near the East Building.

D. SAFETY

The Contractor and each of its employees shall comply with all applicable local, state, federal and Authority rules, regulations and practices.

The Contractor shall perform all its activities pursuant to this contract in a safe manner. The Contractor shall assume responsibility on the job site for the actions of all its personnel and subcontractor(s) who are associated with performance on this contract. The Contractor shall take adequate measures to prevent injury to the public or Authority property on the job sites.

The Authority shall have the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

Notwithstanding any provision to the contrary, the Authority shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor.

The operation of the Contractor's vehicles or private vehicles by the Contractor's employees on or about the property shall conform to regulations and safe driving practices. All vehicles that are to be operated on the AOA shall comply with FAA regulations and be subject to inspection. Operators of these vehicles shall be required to pass an AOA operators test administered by IAD Operations.

E. SMOKE FREE ENVIRONMENT

The Authority's facilities are smoke free. The Contractor and its employees shall adhere to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

F. PERMITS AND LICENSES

The Contractor shall, without additional expense to the Authority, be responsible for obtaining all licenses and permits which are necessary to fulfill the requirements of the SOW.

G. DELIVERY OF SUPPLIES AND EQUIPMENT

The Contractor shall schedule its supply and equipment deliveries and the supply and equipment deliveries of its vendors and subcontractors during times and to locations that cause minimum disruption and inconvenience to the airport's operations.

H. COMMUNICATION/COORDINATION

The Contractor shall, at its own expense, provide cellular telephones to key personnel at all times that they are on the job site to fulfill the requirements of this SOW. The Contractor shall provide the assigned telephone numbers for this equipment to the COTR at least fourteen business days prior to the start of this Contract.

The Contractor shall have email capability. The Contractor shall provide applicable email addresses to the COTR no later than fourteen business days prior to the start of this Contract.

I. TIMELY PERFORMANCE

The Contractor shall adhere to and fulfill all the time and frequency requirements described herein.

J. WORK HOURS

Set up shall be completed no later than December 5th. All work shall be performed between the hours of 10:00 PM through 5:30 AM. Work at the Authority's Corporate Office Building shall be set up between the hours of 8:00 AM through 3:30 PM on a mutually agreeable work day. Take down shall be scheduled such that all work is completed no later than the morning of January 8th

K. ACCIDENT REPORTS

The Contractor shall immediately notify in turn the Authority's Police department (703-417-8209) and the COTR of any accident on the job site that is related to the performance of this SOW that involves bodily injury or damage to property.

L. MSDS

The Contractor shall provide the COTR with material safety data sheets (MSDS) for all materials used and/or stored on the job site by the Contractor.

M. HAZARDOUS MATERIALS

The Contractor shall comply with all laws relating to hazardous materials on the job site or related to the Contractor's activities at the job site. The Contractor shall not manage, use or store hazardous materials at the job site except as reasonably necessary to accomplish the SOW. The Contractor shall not dispose of or treat any hazardous materials on the job site or surrounding land or water.

N. CLEANLINESS

The Contractor shall ensure that all work areas covered by this SOW are clean and free of debris.

LOST AND FOUND PROPERTY

The Contractor shall turn in to the Authority Police Department all property found on the property of Ronald Reagan Washington National Airport immediately.

VII. DELIVERABLES

A. PRIOR TO CONTRACT START-UP

After notification of the contract award but not less than five (5) business days prior to the start of this contract the Contractor shall submit to the COTR:

- 1. A list of the names of all the Contractor's employees as well as subcontractors and their employees who will fulfill any part of the requirements of this SOW. This list shall include the job title, their duties, responsibilities and authority.
- 2. A list of the cell phone numbers for the Contractor's key personnel onsite employees.
- Contractor's email address.
- 4. Copies of materials safety data sheets (MSDS) for all products the contractor will use on the job site.

VIII. METHOD OF PAYMENT

A. BASE CONTRACT

The Contractor shall invoice the Authority for actual work performed at the end of the calendar month during which the work was performed in accordance with the provisions contained in the Contractor's price proposal (schedule). The line item rates contained in the Contractor's price proposal (schedule) shall be fully loaded rates inclusive of all labor, materials, parts and supplies necessary to perform the Base Services requirements.

B. SUPPLEMENTAL SERVICES

Supplemental services shall be invoiced to the Authority at the end of the calendar month in which the respective contract services call order is completed by the Contractor. Unless approved in writing by the COTR, the contractor shall not invoice the Authority for supplemental services for an amount greater than the estimated cost given in the COTR approved contract services call order.

Original invoices for supplies and materials not identified on the contract schedule that are requested by the Authority and purchased by the Contractor shall be submitted to the Authority with Contractor's invoice. The Contractor shall make a reasonable attempt to pay only the lowest prices that can be obtained by the Contractor for reimbursable items. The Contracting Officer shall have the option to require the Contractor to obtain competitive bids from a minimum of three (3) sources on any single item or group of items that may exceed \$300.00 in total cost. The Contractor shall not charge more than ten (10) percent markup for Authority requested supplies or materials. Contractor shall not invoice for any item that has not been requested in writing by the CO and/or the COTR.

Appendix A

Authority Provided Inventory

Description QTY 30ft Christmas trees 2 Bases for the 30ft Christmas trees rugs to cover the floor under the Christmas trees bases 2 56 boxes of ornaments to decorate the 30ft trees (About 10 pieces per box) 40 boxes of garland (about 30ft per box) 300 3" round ornaments (Blue) 2 10ft poinsettia tree stand plastic sleeves for poinsettia plants 200

Appendix B

Contractor Provided Materials

The contractor shall provide the following materials:

- 1. 6" red poinsettia plants. QTY 330
- 2. Strands of white mini lights, QTY 230
- 3. All wiring, cabling and connections to hang holiday decorations
- 4. Gold bows for 60" wreaths, QTY 27
- 5. Gold bows for 48" wreaths, QTY 25
- 6. Gold bows for 36" wreaths, QTY 20
- 7. Gold bows for overhead signs, QTY 42
- 8. Tree top gold bows for 8' trees, QTY 4
- 9. Tree top gold bows for 6" trees, QTY 4
- 10. Gold bows for elevator garland, QTY 32

Appendix C

30' Tree 30' Tree



Metro/Purking Dia 1 Ticketing/Check-in 2

Poinsettia Tree



Poinsettia Tree



Appendix D.

Contract Services Call Order Form

RONALD REAGAN WASHINGTON NATIONAL AIRPORT

MAINTENANCE ENGINEERING BRANCH, MA-126

CONTRACT SERVICES CALL ORDER Prepared: Date Prepaired: Type of Work: Requested By: Contract #: Contractor: Address: Contractor POC: Office Telephone: **Emergency Phone** Other Data: Contractor Fax: Location (Name, [Account Code]) and Description of Work **Work Estimates** Estimate Date: _ Site Vist Date: MWAA Estimator: Contractor Estimator: Work Item(s): QTY/UM: Estimated Cost: Notes: APPROVALS / ACCEPTANCE OF TASK NOTE: By signing this Call Order, the Contractor acknowledges that he/she will only preform the work described herein after this Call Order is approved in writing by the COTR. Furthermore, the cost to the Authority for this work shall not exceed the "Estimated Cost" noted above. Call Order # Date: MA-126: Date Issued: COTR: Date: _____Date Completed: Date: _____ Date Invoiced Rev'd: Inspector: Contractor: Date: _____Invoice Amount: Remarks:

Appendix E

Employment Certification Letter

Your Company Name

Location

To:	DCA Operations (Attn: ASC)
From:	(Name/Company/Registered Certification Official)
Subj:	TSA Required Verification Update
Date:	
vided en provided	dance with TSA Security Directive 1542-04-8B, the DCA MWAA prouployee data sheet has been reviewed and returned. The information d is as accurate as is possible. I have forwarded the electronic spreademail to DCA Operations on Fime
work in	that, to the best of my knowledge, the employees listed are eligible to the United States, and the employee presented documents I have exappear to be genuine and relate to these employees.
Signatui	re of Company Certification Official
_ Printed	Name of Company Certification Official

Aviation Security Directive

Subject: Security Threat Assessment and Reporting Requirements for Individuals

with Any Form of Airport Personnel Identification Media

Number: SD 1542-04-08B Date: September 20, 2006

IV. REPORTING REQUIREMENTS FOR SECURITY THREAT ASSESSMENT

- A. As required in this section and except as provided in paragraphs IV.A.2.d. and IV.A.5., the airport operator must submit to the TSCH the following information for each individual <u>applying for or holding</u> a personnel identification medium:
 - 1. Full Name (including aliases/other names used)
 - a. Last Name
 - b. First Name
 - c. Middle Name
 - 2. Personal Information
 - c. Place Of Birth Country (POB)
 - e. Citizenship Country
 - 3. Alien Registration Number (if applicable) GREEN CARD
 - 4. Non-Immigrant Visa Number (if applicable)
 - 5. Passport (This information is <u>optional</u> and may expedite the adjudication process for applicants who are U.S. citizens born abroad.)
 - a. Passport Country
 - b. Passport Number

<u>APPENDIX I - REPRESENTATIONS AND CERTIFICATIONS</u>

01	PARFNT	COMPANY	AND IDENTIFYING DATA	Δ
U I		COMITAIN		٦

Α.	A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offeror's company means that the parent company must own at least 51% of the voting rights in that company. A company may control an offeror as a parent company even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.				
В.	The offeror [] is, [] is not (check applicable box) ov	wned 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. at Number on the following line:	pove, it shall insert its own Employer's Identification			
02	TYPE OF BUSINESS ORGANIZATION				
	The offeror, by checking the applicable box, repres	ents that:			
A.	It operates as [] a corporation incorporated under the laws of the State of				
B.	If the offeror is a foreign entity, it operates as [] an individual, [] a partnership, [] a nonprof organization, [] a joint venture, or [] a corporation, registered for business in (country)				
03	AUTHORIZED NEGOTIATORS				
	The offeror represents that the following persons Authority in connection with this request for propos	s are authorized to negotiate on its behalf with the als or quotations:			

04 LOCAL DISADVANTAGED BUSINESS ENTERPRISE REPRESENTATION

- A. <u>Representation</u> The offeror represents and certifies as part of its offer that it [] is, [] is not a local disadvantaged business enterprise.
- B. <u>Definitions</u> "Local Disadvantaged Business Enterprise" (LDBE) is defined as a disadvantaged business concern which is organized for profit and which is located within a 100-mile radius of Washington, DC's zero mile marker. Those business entities located within counties that fall partially within the aforementioned boundary would also be eligible to participate in the Authority's LDBE Program. "Located" means that, as of the date of the contract solicitation, a business entity has an established office or place of business within a city, county, town, or political jurisdiction within the 100-mile radius referenced above. Evidence of whether a business is "located" within the region includes, but is not limited to: an address that is not a Post Office Box; employees at that address; business license; payment of taxes; previous performance of work similar to work to be performed under contract, or related work; and other indicia. A "disadvantaged business" is defined as a firm which is not dominant in its field, and which meets the Authority's disadvantaged business size standard(s) for this solicitation.
- C. <u>Certification</u> Proposed LDBEs must apply to the Authority's Equal Opportunity Programs Office for certification. For further instruction, see **Section IX on Local Disadvantaged Business Enterprise Participation (LDBE)** in this Solicitation.

05 MINORITY BUSINESS ENTERPRISE REPRESENTATION

- A. <u>Representation</u>. The offeror represents that it [] is, [] is not a Minority Business Enterprise.
- B. Definition. A *Minority Business Enterprise* is:
 - 1. A firm of any size which is at least **51%** owned by one or more minority persons or, in the case of a publicly-owned corporation, at least **51%** of all stock must be owned by one or more minority persons; and whose management and daily business operations are controlled by such persons. A person is considered to be a minority if he or she is a citizen of lawful resident of the United States and is:
 - a. Black (a person having origins in any of the black racial groups in Africa);
 - b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - c. Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);
 - d. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - e. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.)
- C. <u>Certification</u>. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

06 WOMEN BUSINESS ENTERPRISE REPRESENTATION

- A. Representation. The offeror represents that it [] is, [] is not a Women Business Enterprise.
- B. <u>Definitions</u>. A **Women Business Enterprise** is:
 - 1. A firm of any size which is at least **51%** owned by one or more women or, in the case of a publicly-owned corporation, at least **51%** of stock must be owned by one or more such women; and
 - 2. Whose management and daily business operations are controlled by such persons.
- C. <u>Certification</u>. As verification of this representation, the offeror is encouraged to attach a copy of a current MBE/WBE certification from any agency to be used for the Authority's monitoring of MBE/WBE participation in its program.

07 CONTRACTOR IDENTIFICATION

Each offeror is requested to fill in the appropriate info	ormation set forth below:
DUNS Identification Number	(this number is assigned by Dun and Bradstreet,
Inc., and is contained in that company's Data Unive	ersal Numbering System (DUNS). If the number is
not known, it can be obtained from the local Dun &	Bradstreet office. If no number has been assigned
by Dun & Bradstreet, insert the word "none."	

08 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- A. The offeror certifies that --
 - 1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (a) those prices, (b) the intention to submit a offer, or (c) the methods or factors used to calculate the prices offered;
 - 2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - 3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- B. Each signature of the offeror is considered to be a certification by the signatory that the signatory:
 - 1. Is the person in the offeror's organization responsible for determining the prices being offered in its offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A.1. through A.3. above; or
 - 2. a. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A.1. through A.3. above

(Insert full name of person(s)in the offeror's organization responsible for determining the prices offered in this offer or proposal, and the title of his or her position in the offeror's organization);

- b. As an authorized agent, does certify that the principals named in subdivision B.2.a. above have not participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
- c. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs A.1. through A.3. above.
- C. If the offeror deletes or modifies subparagraph A.2. above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

09 CERTIFICATION OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

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

APPENDIX II - EQUAL OPPORTUNITY PROGRAMS INFORMATION

<u>SECTION I - POLICY ON EQUAL OPPORTUNITY AND MINORITY AND WOMEN BUSINESS</u> <u>ENTERPRISE (MBE/WBE) PARTICIPATION</u>

01 EQUAL OPPORTUNITY

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

02 MBE/WBE PARTICIPATION

The Authority is committed to achieving significant participation in its contracting programs by business enterprises that are owned and operated by minorities and women (MBEs and WBEs) regardless of the size of the enterprise. All offerors are strongly encouraged to take active steps to maximize the participation of MBEs and WBEs in this contract. To communicate the Authority's strong desire for significant MBE/WBE participation in this contract, the Authority has set a voluntary MBE/WBE participation percentage of 100%. This percentage is derived from the types of contract opportunities arising from the work to be performed, and the availability of appropriate firms that have been certified by the Authority or by other agencies as firms that are at least 51% owned and controlled by minorities or women.

03 TECHNICAL ASSISTANCE

The Authority will provide assistance to promote the participation of MBEs and WBEs in this contract, including the identification of MBEs and WBEs. To obtain assistance, interested parties are encouraged to contact the Authority's Office of Equal Opportunity Programs at (703) 417-8625, or at the following address: Metropolitan Washington Airports Authority, Equal Opportunity Programs, 1 Aviation Circle, Washington, DC 20001-6000.

04 MONITORING OF MBE/WBE PARTICIPATION

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

When MBE/WBE participation has been obtained, all offerors are required to include this information on the Contract Participation Form (Exhibit D) referenced in Section II(03)(D), and to attach to the Contract Participation Form the MBE's or WBE's letter of DBE certification from the Authority, or MBE/WBE/DBE certification from another agency. This letter verifies the firm's MBE/WBE status, and is used in this case for the Authority's monitoring of its programs for the purposes of monitoring expenditures to MBE/WBEs, all contractors are required to identify on the Invoice Attachment Form (Exhibit J) expenditures to first tier subcontractors who are MBEs or WBEs. (Note: Exhibits D and J are available from the Business Information section of the Authority's website at http://www.mwaa.com)

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

SECTION II - LOCAL DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

01 LDBE PARTICIPATION

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

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

02 LDBE CERTIFICATION REQUIREMENTS

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

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

03 LDBE PARTICIPATION REQUIREMENTS

- A. The LDBE participation requirements which apply to this solicitation are as follows:
 - 1. This solicitation is a 100% set-aside for eligible LDBEs or eligible LDBE joint ventures. This means that only eligible LDBEs or eligible LDBE joint ventures can be prime offerors and be awarded the contract. The definition of an eligible joint venture for a 100% set-aside contract is provided in Section II(07)(D). Firms that are not LDBE cannot be Prime Contractors and cannot perform any work under this contract, except as permitted by Section II(03)(A)(2), below. The Authority may consider the Contractor to be in breach of this if the contract work is performed by firms that are not LDBEs, unless expressly permitted by this contract or authorized in writing by the Authority.
 - 2. Additionally, 100% of the work in a 100% set-aside must be performed by LDBEs unless the solicitation waives the LDBE participation requirement for specific work elements. This requirement for 100% LDBE performance can be met either by the Prime Contractor performing all of the work, or by the Prime Contractor and by LDBE subcontractors, suppliers, or manufacturers, collectively performing 100% of the work. In instances where the offeror is unable to meet the 100% LDBE requirements, he/she must request a waiver of the requirements and demonstrate that he/she has made good-faith efforts to meet the requirements [see Section II(04)(A)].
 - 3. No eligible LDBE prime offeror shall be considered for this 100% set-aside Contract unless it will perform a commercially useful function as defined in Section II(07)(F).
 - No offeror that seeks to meet the LDBE requirements through subcontracting or through a joint venture shall be considered to have met the requirements unless the LDBE subcontractor and/or the LDBE joint venture partner is certified by the Authority and performs a commercially useful function as defined in Section II(07)(F).
 - 4. When modifications to the contract increase or decrease the total dollar value of the contract, the Contractor shall make best efforts under the circumstances to maintain the LDBE participation of one hundred percent (100%), minus any stated work element in the solicitation that may be specifically waived from meeting the LDBE participation requirements. The Contractor must submit a revised Contract Participation Form (Exhibit D) and Revised Letter of Intent (Exhibit E1), or other documentation acceptable to the Authority, which reflects changes in the LDBE participation associated with the modifications to the contract, within three (3) business days of the Contracting Officer's request.
 - 5. The Authority discourages offerors and Contractors from the practice known as "shopping the contract" when such practice results in a disparate impact on subcontractors at any tier. Although offerors and Contractors are expected to provide the Authority with the best value possible for the work performed, this expectation should not be construed to mean that the Authority expects or condones any subcontractor, especially LDBEs, to perform work at an unreasonably low price.

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

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

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

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

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

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

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

2. Documents to Be Submitted After Offer Submission

a. Letters of Intent

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

In an RFP process, the signed Letter of Intent (Exhibit E) represents an intent by the LDBE to perform the subcontract at the price stated on the Contract Participation Form (Exhibit D), if the offer is accepted by the Authority without negotiation. However, if price negotiation occurs, e.g., the Authority requests a best and final offer, the offeror shall submit a revised Exhibit D with its revised offer, and within three (3) business days after the Contracting Officer's request, Exhibit E. The offeror is not required to renegotiate prices with any LDBEs identified on the initial Exhibit D; consequently, the revised Exhibit D submitted after negotiations between the Authority and the offeror is not required to show any change to the original price agreed to by the LDBE.

b. LDBE Certification

All LDBEs participating in the contract to be awarded must be certified by the Authority as LDBEs prior to award of this contract. All joint venture(s) must be formally LDBE certified by the Authority as an eligible joint venture under this section prior to award of this contract. The definitions and qualifications for LDBEs and eligible joint ventures are outlined in Section II(07). Each LDBE or LDBE joint venture that is not currently LDBE certified by the Authority, must submit a completed Application for LDBE Certification (Exhibit F) to the Authority. This Application should be submitted prior to proposal submission, if possible, or promptly thereafter.

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

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

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

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

04 REQUEST FOR WAIVER

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

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

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

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

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

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

05 PRE-AWARD SUBSTITUTIONS

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

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

06 POST-AWARD COMPLIANCE

A. Compliance Reviews

- 1. The Authority may conduct post-award compliance reviews to ensure that the named LDBEs on the original or, as a result of contract modification, amended Contract Participation Form (Exhibit D), submitted to and accepted by the Authority, perform the work as assigned, and at least at the agreed price that was identified on Exhibit D. Specifically, compliance reviews verify: (1) the participation of those LDBE prime contractor(s) and subcontractors identified on Exhibit D; (2) the scope of work for each LDBE listed on Exhibit D; and, (3) at least at the agreed price identified for each LDBE listed on Exhibit D. The Authority may use the Invoice Attachment Form (Exhibit J) and any other appropriate information, to verify the participation of each LDBE prime Contractor and subcontractor identified on Exhibit D, as submitted by the Contractor. Delineated on these forms will be the activities of all first tier subcontractors (and second or third tier subcontractors, if required), including contract amount and reported payment, for the purpose of monitoring the progress of all phases of the contract. Voluntary MBE/WBE participation will also be reported on Exhibit J.
- 2. The Authority is committed to equitable treatment and meaningful utilization of, and timely payment and return of retainage to, LDBE subcontractors. All offerors are advised that the contract resulting from this solicitation will include the subcontractor payments provision referenced in Section VII (04)(C).) This provision must be incorporated into all subcontracts exceeding \$5,000.
- B. By accepting the contract, the Contractor agrees to the following requirements:
 - 1. The Contractor shall prompt, with reasonable measures, to require that all LDBE firms participating in this contract renew their LDBE certifications and notify the Authority immediately of any change in status that would affect their eligibility for LDBE certification.
 - 2. The Contractor shall submit a revised Contract Participation Form (Exhibit D) and Revised Letter(s) of Intent (Exhibit E1), or other documentation acceptable to the Authority, which reflects changes in the LDBE participation associated with the modifications to the contract. A revised Exhibit D, if required, shall be provided to the Contracting Officer concurrent with submission of the proposal for the changed work. Revised Exhibit(s) E1, if required, shall be provided to the Contracting Officer concurrent with submission of the signed modification.
 - 3. The Contractor shall submit a completed Invoice Attachment Form (Exhibit J) with each invoice. The Contractor is responsible for the accuracy of <u>all</u> information reported.
 - 4. The Contractor shall allow the Authority access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information and accounting records, for the purpose of ascertaining whether the LDBEs are performing the scheduled subcontract work and the Contractor is otherwise in compliance with the contract's LDBE participation requirements.
 - 5. The Contractor shall maintain LDBE subcontractor records of all LDBE subcontracting activities. These records shall include current LDBE subcontractor logs, the Authority's Invoice Attachment Form (Exhibit J) and evidence of payments to LDBE subcontractors, including but not limited to, copies of canceled checks and paid invoices. These records must evidence compliance with the terms of the contract. Copies of these records will be available to the Contracting Officer or the Equal Opportunity Specialist to review. The Contractor shall document any changes in

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

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

07 DEFINITIONS

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

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

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

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

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

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

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

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

Exhibit A Page 1 of 2

Voluntary Efforts to Obtain MBE/WBE Participation

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

	Solicitation Number: Contractor:		
Did yo	ur company:	YES	NO
1.	Attend any pre-proposal meetings that were scheduled by the Authority? If YES, please attach list of meetings attended.		
2.	Advertise subcontracting opportunities in major circulation newspapers such as: a) the <u>Washington Post</u> , b) trade association press, c) minority and women oriented media? If YES, please attach copies of ads for a, b, c.	a) b) c)	
3.	Provide timely written notice to specific MBEs/WBEs that their interest it the contract is being solicited? If YES, please attach a sample of such notification and list MBEs/WBEs contacted on page 2.		
4.	Follow-up initial solicitations of interest by personally contacting MBEs/WBEs? If YES, please list those MBEs/WBEs contacted on page 2.		
5.	Select the portions of the contract to be performed by MBEs/WBEs in a manner that will increase the likelihood of MBE/WBE participation? If YES, please attach a list of those portions of the contract selected for MBE/WBE participation.		
6.	Provide interested MBEs/WBEs with timely and thorough information about the plans, specifications and technical requirements of the contract? If YES, please list the MBEs/WBEs provided with such information on page 2.		
7.	Negotiate in good faith with interested MBEs/WBEs, and not reject MBEs/WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities? If YES, list MBEs/WBEs with whom good faith negotiations were conducted on page 2.		
8.	Assist interested MBEs/WBEs in obtaining bonding and/or insurance? If YES, list MBEs/WBEs assisted on page 2.		

9. For each question answered "YES" that requires a listing of MBEs/WBEs, please provide that listing on this page. Answers need not be limited to a single line. If more space is needed, please attach supplemental sheets. You need list an MBE/WBE firm only once. Use the first column to indicate the question(s) referenced by each firm listed.

Question(s) Referenced	Name of MBE/WBE Firm	Type of Work	Date Contacted	Method of Contact	Results of Contact	Will Participate on Contract? YES/NO	Dollar Value of Proposed Subcontract

ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zip Code S	State	County	Zip Code	State	County	Zip Code	State	County
20001	DC	DISTRICT OF COLUMBIA		MD	PRINCE GEORGE'S	20774		PRINCE GEORGE'S	21071	MD	BALTIMORE
20002		DISTRICT OF COLUMBIA		MD	CALVERT	20776		ANNE ARUNDEL	21074		CARROLL
20003		DISTRICT OF COLUMBIA		MD	CHARLES	20777		HOWARD	21075	MD	HOWARD
20004 20005		DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA		MD MD	CHARLES ST. MARY'S	20778 20779	MD MD	ANNE ARUNDEL ANNE ARUNDEL	21076 21077	MD MD	ANNE ARUNDEL ANNE ARUNDEL
20006		DISTRICT OF COLUMBIA		MD	ST. MARY'S	20781		PRINCE GEORGE'S	21077	MD	HARFORD
20007		DISTRICT OF COLUMBIA			ST. MARY'S	20782	MD	PRINCE GEORGE'S	21082	MD	BALTIMORE
20008	DC	DISTRICT OF COLUMBIA	20621		ST. MARY'S	20783	MD	PRINCE GEORGE'S	21084	MD	HARFORD
20009		DISTRICT OF COLUMBIA	20622	MD	ST. MARY'S	20784	MD	PRINCE GEORGE'S	21085	MD	HARFORD
20010		DISTRICT OF COLUMBIA		MD	PRINCE GEORGE'S	20785	MD	PRINCE GEORGE'S	21087	MD	BALTIMORE
20011		DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA			ST. MARY'S	20794	MD	HOWARD MONTGOMERY	21090	MD	ANNE ARUNDEL
20012 20015		DISTRICT OF COLUMBIA		MD MD	ST. MARY'S ST. MARY'S	20812 20814	MD MD	MONTGOMERY	21093 21102	MD MD	BALTIMORE CARROLL
20016		DISTRICT OF COLUMBIA			ST. MARY'S	20815	MD	MONTGOMERY	21102	MD	CARROLL
20017		DISTRICT OF COLUMBIA		MD	CHARLES	20816	MD	MONTGOMERY	21108	MD	ANNE ARUNDEL
20018	DC	DISTRICT OF COLUMBIA	20634	MD	ST. MARY'S	20817	MD	MONTGOMERY	21111	MD	BALTIMORE
20019		DISTRICT OF COLUMBIA		MD	ST. MARY'S	20818	MD	MONTGOMERY	21113	MD	ANNE ARUNDEL
20020		DISTRICT OF COLUMBIA		MD	CHARLES	20832	MD	MONTGOMERY	21114	MD	ANNE ARUNDEL
20024 20032		DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA		MD MD	CALVERT CHARLES	20833 20837	MD MD	MONTGOMERY MONTGOMERY	21117 21120	MD MD	BALTIMORE BALTIMORE
20032		DISTRICT OF COLUMBIA		MD	CHARLES	20838	MD	MONTGOMERY	21122	MD	ANNE ARUNDEL
20037		DISTRICT OF COLUMBIA		MD	CHARLES	20839	MD	MONTGOMERY	21128	MD	BALTIMORE
20045		DISTRICT OF COLUMBIA	20650	MD	ST. MARY'S	20841	MD	MONTGOMERY	21131	MD	BALTIMORE
20099		DISTRICT OF COLUMBIA		MD	ST. MARY'S	20842	MD	MONTGOMERY	21132	MD	HARFORD
20260		DISTRICT OF COLUMBIA		MD	ST. MARY'S	20850	MD	MONTGOMERY	21133	MD	BALTIMORE
20336		DISTRICT OF COLUMBIA		MD	CALVERT	20851	MD	MONTGOMERY	21136	MD	BALTIMORE
20374 20376		DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA			CHARLES ST. MARY'S	20852 20853	MD MD	MONTGOMERY MONTGOMERY	21140 21144	MD MD	ANNE ARUNDEL ANNE ARUNDEL
20376		DISTRICT OF COLUMBIA		MD	CHARLES	20854	MD	MONTGOMERY	21146	MD	ANNE ARUNDEL
20391		DISTRICT OF COLUMBIA		MD	CHARLES	20855	MD	MONTGOMERY	21152	MD	BALTIMORE
20398	DC	DISTRICT OF COLUMBIA	20667	MD	ST. MARY'S	20860	MD	MONTGOMERY	21154	MD	HARFORD
20500	DC	DISTRICT OF COLUMBIA	20670	MD	ST. MARY'S	20861	MD	MONTGOMERY	21155	MD	BALTIMORE
19701		NEW CASTLE		MD	ST. MARY'S	20862	MD	MONTGOMERY	21156	MD	BALTIMORE
19702		NEW CASTLE		MD	CHARLES	20866	MD	MONTGOMERY	21157	MD	CARROLL
19707		NEW CASTLE NEW CASTLE		MD MD	CALVERT CHARLES	20868 20871	MD MD	MONTGOMERY	21158	MD MD	CARROLL
19709 19711		NEW CASTLE			CALVERT	20871	MD	MONTGOMERY MONTGOMERY	21160 21161	MD	HARFORD HARFORD
19713		NEW CASTLE		MD	ST. MARY'S	20874	MD	MONTGOMERY	21162	MD	BALTIMORE
19716		NEW CASTLE		MD	ST. MARY'S	20876	MD	MONTGOMERY	21163	MD	HOWARD
19717	DE	NEW CASTLE	20685	MD	CALVERT	20877	MD	MONTGOMERY	21201	MD	BALTIMORE (CITY)
19720		NEW CASTLE		MD	ST. MARY'S	20878	MD	MONTGOMERY	21202	MD	BALTIMORE (CITY)
19734		NEW CASTLE		MD	CALVERT	20879	MD	MONTGOMERY	21204	MD	BALTIMORE (OIT)
19735		NEW CASTLE NEW CASTLE		MD MD	CALVERT ST MARV'S	20882 20886	MD MD	MONTGOMERY	21205 21206	MD MD	BALTIMORE (CITY)
19736 19801		NEW CASTLE		MD	ST. MARY'S ST. MARY'S	20895	MD	MONTGOMERY MONTGOMERY	21207	MD	BALTIMORE (CITY) BALTIMORE
19802		NEW CASTLE		MD	CHARLES	20901	MD	MONTGOMERY	21208	MD	BALTIMORE
19804		NEW CASTLE		MD	CHARLES	20902	MD	MONTGOMERY	21209	MD	BALTIMORE (CITY)
19805	DE	NEW CASTLE	20701	MD	HOWARD	20903	MD	MONTGOMERY	21210	MD	BALTIMORE (CITY)
19806		NEW CASTLE		MD	PRINCE GEORGE'S	20904	MD	MONTGOMERY	21211	MD	BALTIMORE (CITY)
19807		NEW CASTLE		MD	PRINCE GEORGE'S	20905	MD	MONTGOMERY	21212	MD	BALTIMORE (CITY)
19808 19901		NEW CASTLE KENT		MD MD	PRINCE GEORGE'S PRINCE GEORGE'S	20906 20910	MD MD	MONTGOMERY MONTGOMERY	21213 21214	MD MD	BALTIMORE (CITY) BALTIMORE (CITY)
19902		KENT		MD	PRINCE GEORGE'S	20912	MD	MONTGOMERY	21215	MD	BALTIMORE (CITY)
19904		KENT		MD	ANNE ARUNDEL	21001		HARFORD	21216	MD	BALTIMORE (CITY)
19906	DE	KENT		MD	PRINCE GEORGE'S	21005	MD	HARFORD	21217	MD	BALTIMORE (CITY)
19931		SUSSEX			CALVERT	21009		HARFORD	21218		BALTIMORE (CITY)
19933		SUSSEX			PRINCE GEORGE'S	21010		HARFORD	21219		BALTIMORE
19934		KENT		MD	PRINCE GEORGE'S	21012		ANNE ARUNDEL	21220		BALTIMORE
19938 19939		KENT SUSSEX		MD MD	PRINCE GEORGE'S PRINCE GEORGE'S	21013 21014		BALTIMORE HARFORD	21221 21222	MD MD	BALTIMORE BALTIMORE
19940		SUSSEX		MD	PRINCE GEORGE'S	21015		HARFORD	21223	MD	BALTIMORE (CITY)
19941		SUSSEX			HOWARD	21017		HARFORD	21224	MD	BALTIMORE (CITY)
19943	DE	KENT	20724	MD	ANNE ARUNDEL	21028	MD	HARFORD	21225	MD	BALTIMORE (CITY)
19946		KENT			CALVERT	21029		HOWARD	21226	MD	ANNE ARUNDEL
19947		SUSSEX			ANNE ARUNDEL	21030		BALTIMORE	21227	MD	BALTIMORE
19950		SUSSEX		MD	PRINCE GEORGE'S	21031		BALTIMORE ANNE ARUNDEI	21228		BALTIMORE (CITY)
19952 19953		KENT KENT		MD MD	CALVERT PRINCE GEORGE'S	21032 21034		ANNE ARUNDEL HARFORD	21229 21230	MD MD	BALTIMORE (CITY) BALTIMORE (CITY)
19954		KENT			PRINCE GEORGE'S	21034		ANNE ARUNDEL	21231	MD	BALTIMORE (CITY)
19956		SUSSEX		MD	PRINCE GEORGE'S	21036		HOWARD	21233	MD	BALTIMORE (CITY)
19960		SUSSEX		MD	PRINCE GEORGE'S	21037		ANNE ARUNDEL	21234	MD	BALTIMORE \
19962	DE	KENT	20745	MD	PRINCE GEORGE'S	21040	MD	HARFORD	21236	MD	BALTIMORE
19963		SUSSEX		MD	PRINCE GEORGE'S	21042		HOWARD	21237	MD	BALTIMORE
19964		KENT		MD	PRINCE GEORGE'S	21043		HOWARD	21239	MD	BALTIMORE (CITY)
19968		SUSSEX			PRINCE GEORGE'S	21044		HOWARD	21240 21244		ANNE ARUNDEL
19973 19977		SUSSEX KENT			ANNE ARUNDEL CALVERT	21045 21046		HOWARD HOWARD	21244	MD MD	BALTIMORE BALTIMORE
19979		KENT			ANNE ARUNDEL	21040		HARFORD	21401		ANNE ARUNDEL
20601		CHARLES			ANNE ARUNDEL	21048		CARROLL	21402		ANNE ARUNDEL
20602		CHARLES	20759	MD	HOWARD	21050		HARFORD	21403		ANNE ARUNDEL
20603		CHARLES			PRINCE GEORGE'S	21051		BALTIMORE	21405		ANNE ARUNDEL
20606		ST. MARY'S			HOWARD	21053		BALTIMORE	21530		ALLEGANY
20607		PRINCE GEORGE'S			ANNE ARUNDEL	21054		ANNE ARUNDEL	21555		ALLEGANY
20608 20609		PRINCE GEORGE'S ST. MARY'S		MD MD	PRINCE GEORGE'S PRINCE GEORGE'S	21057 21060		BALTIMORE ANNE ARUNDEL	21601 21607	MD MD	TALBOT QUEEN ANNE'S
20611		CHARLES			PRINCE GEORGE'S	21061		ANNE ARUNDEL	21610		KENT

ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zin C	ode State	e County	Zip Code	State	County	Zip Code	State	County
21612		TALBOT	217			17220		FRANKLIN	17535		LANCASTER
21613		DORCHESTER	217			17221		FRANKLIN	17536		LANCASTER
21617		QUEEN ANNE'S	217		FREDERICK	17222		FRANKLIN	17538		LANCASTER
21619		QUEEN ANNE'S KENT	2179 2179		FREDERICK	17223 17224		FULTON	17540 17543		LANCASTER LANCASTER
21620 21622		DORCHESTER	217		CARROLL FREDERICK	17224		FRANKLIN FRANKLIN	17545		LANCASTER
21623		QUEEN ANNE'S	217		HOWARD	17228		FULTON	17547		LANCASTER
21625		TALBOT	217		WASHINGTON	17229		FULTON	17551		LANCASTER
21626	MD	DORCHESTER	217	97 MD	HOWARD	17232		FRANKLIN	17552		LANCASTER
21627		DORCHESTER	217			17233		FULTON	17554		LANCASTER
21629		CAROLINE	218			17236		FRANKLIN	17557		LANCASTER
21631 21632		DORCHESTER CAROLINE	218 218		WICOMICO WICOMICO	17237 17238		FRANKLIN FULTON	17560 17562		LANCASTER LANCASTER
21634		DORCHESTER	218		SOMERSET	17239		HUNTINGDON	17563		LANCASTER
21635		KENT	218			17240		CUMBERLAND	17565		LANCASTER
21636		CAROLINE	218	22 MD	WORCESTER	17241	PA	CUMBERLAND	17566		LANCASTER
21638		QUEEN ANNE'S	218		SOMERSET	17243		HUNTINGDON	17572		LANCASTER
21639 21640		CAROLINE CAROLINE	218 218			17244 17246		FRANKLIN FRANKLIN	17576 17579		LANCASTER LANCASTER
21643		DORCHESTER	218			17252		FRANKLIN	17579		LANCASTER
21644		QUEEN ANNE'S	218		WICOMICO	17255		HUNTINGDON	17584		LANCASTER
21645	MD	KENT	218	38 MD		17257		CUMBERLAND	17601		LANCASTER
21648		DORCHESTER	218			17262		FRANKLIN	17602		LANCASTER
21649		CAROLINE	218		WICOMICO	17265		FRANKLIN	17603		LANCASTER
21650 21651		KENT KENT	218 218		WICOMICO WORCESTER	17266 17267		CUMBERLAND FULTON	19310 19311		CHESTER CHESTER
21654		TALBOT	218		SOMERSET	17267		FRANKLIN	19317		DELAWARE
21655		CAROLINE	218		WICOMICO	17271		FRANKLIN	19320		CHESTER
21657		QUEEN ANNE'S	218		WICOMICO	17301	PA	ADAMS	19330		CHESTER
21658	MD	QUEEN ANNE'S	218	69 MD	DORCHESTER	17302	PA	YORK	19348	PA	CHESTER
21659		DORCHESTER	218		SOMERSET	17304		ADAMS	19350		CHESTER
21660		CAROLINE	218		WORCESTER	17307		ADAMS	19352		CHESTER
21661 21662		KENT TALBOT	218 ² 218 ²		WICOMICO WICOMICO	17309 17313		YORK YORK	19362 19363		CHESTER CHESTER
21663		TALBOT	219			17314		YORK	19365		CHESTER
21665		TALBOT	219			17315		YORK	19374		CHESTER
21666	MD	QUEEN ANNE'S	219			17316		ADAMS	19390		CHESTER
21667		KENT	219			17319		YORK	20105		LOUDOUN
21668		QUEEN ANNE'S	219		CECIL	17320		ADAMS	20106		CULPEPER
21671 21672		TALBOT DORCHESTER	219 219			17321 17322		YORK YORK	20107 20109		LOUDOUN PRINCE WILLIAM
21672		TALBOT	219		CECIL	17324		CUMBERLAND	20109		MANASSAS (CITY)
21675		DORCHESTER	219		CECIL	17325		ADAMS	20111		PRINCE WILLIAM
21676	MD	TALBOT	219	21 MD	CECIL	17327	PA	YORK	20112	VA	PRINCE WILLIAM
21677		DORCHESTER	080		SALEM	17329		YORK	20115		FAUQUIER
21678		KENT	080		SALEM	17331		YORK	20117		LOUDOUN
21679 21701		TALBOT FREDERICK	083 155		CUMBERLAND BEDFORD	17339 17340		YORK ADAMS	20119 20120		FAUQUIER FAIRFAX
21701		FREDERICK	155			17344		ADAMS	20120		FAIRFAX
21703		FREDERICK	155		FULTON	17345		YORK	20124		FAIRFAX
21704	MD	FREDERICK	166		FULTON	17347	PA	YORK	20129	VA	LOUDOUN
21710		FREDERICK	170		CUMBERLAND	17349		YORK	20130		CLARKE
21711		WASHINGTON	170		CUMBERLAND	17350		ADAMS	20132		LOUDOUN
21713 21716		WASHINGTON FREDERICK	170 170		CUMBERLAND YORK	17352 17353		YORK ADAMS	20135 20136		CLARKE PRINCE WILLIAM
21718		FREDERICK	170			17354		YORK	20137		FAUQUIER
21719		WASHINGTON	170		CUMBERLAND	17356		YORK	20141		LOUDOUN
21722	MD	WASHINGTON	170	33 PA		17360	PA	YORK	20143	VA	PRINCE WILLIAM
21723		HOWARD	170		DAUPHIN	17361		YORK	20144		FAUQUIER
21727		FREDERICK	170		DAUPHIN	17362		YORK	20147		LOUDOUN
21733 21737		WASHINGTON HOWARD	170- 170-		CUMBERLAND CUMBERLAND	17363 17364		YORK YORK	20148 20151		LOUDOUN FAIRFAX
21737		HOWARD	170			17365		YORK	20151		LOUDOUN
21740		WASHINGTON	170			17366		YORK	20155		PRINCE WILLIAM
21742		WASHINGTON	170			17368		YORK	20158		LOUDOUN
21750		WASHINGTON	170		CUMBERLAND	17370		YORK	20164		LOUDOUN
21754 21755		FREDERICK FREDERICK	170 170		CUMBERLAND LEBANON	17372 17375		ADAMS ADAMS	20165 20166		LOUDOUN LOUDOUN
21756		WASHINGTON	170			17373		YORK	20169		PRINCE WILLIAM
21757		CARROLL	171		DAUPHIN	17402		YORK	20170		FAIRFAX
21758		FREDERICK	171		DAUPHIN	17403		YORK	20171		FAIRFAX
21764		CARROLL	171		DAUPHIN	17404		YORK	20175		LOUDOUN
21766		ALLEGANY	171		DAUPHIN	17406		YORK	20176		LOUDOUN
21767 21769		WASHINGTON FREDERICK	171 171		DAUPHIN DAUPHIN	17407 17501		YORK	20180 20181		LOUDOUN PRINCE WILLIAM
21769		FREDERICK	171			17501		LANCASTER LANCASTER	20181		FAUQUIER
21771		FREDERICK	171		DAUPHIN	17505		LANCASTER	20186		FAUQUIER
21773		FREDERICK	171			17509		LANCASTER	20187		FAUQUIER
21774		FREDERICK	171		DAUPHIN	17512		LANCASTER	20190		FAIRFAX
21776		CARROLL	172		FRANKLIN	17516		LANCASTER	20191		FAIRFAX
21777		FREDERICK	172		BEDFORD	17518 17520		LANCASTER	20194		FAIRFAX
21778 21779		FREDERICK WASHINGTON	172 172		FULTON FRANKLIN	17520 17522		LANCASTER LANCASTER	20197 20198		LOUDOUN FAUQUIER
21780		FREDERICK	172		FULTON	17527		LANCASTER	22002		RAPPAHANNOCK
21782		WASHINGTON	172			17529		LANCASTER	22003		FAIRFAX
21783	MD	WASHINGTON	172	19 PA	FRANKLIN	17532	PA	LANCASTER	22015	VA	FAIRFAX

ZIP CODE REFERENCE - LOCAL AREA OF TRADE

Zip Code	State	County	Zip Code	State	County	Zip Code	State	County	Zip Code	State	County
22026	VA	PRINCE WILLIAM	22504	VA	ESSEX	22827	VA	ROCKINGHAM	23229	VA	HENRICO
22027		FAIRFAX	22508		ORANGE	22835	VA	PAGE	23230		HENRICO
22030 22031		FAIRFAX (CITY) FAIRFAX	22509 22511		ESSEX NORTHUMBERLAND	22840 22842	VA VA	ROCKINGHAM SHENANDOAH	23232 23233	VA VA	RICHMOND (CITY) HENRICO
22032		FAIRFAX	22514		CAROLINE	22844	VA	SHENANDOAH	23238	VA	GOOCHLAND
22033		FAIRFAX	22520		WESTMORELAND	22845	VA	SHENANDOAH	23249	VA	RICHMOND (CITY)
22034		FAIRFAX	22534		SPOTSYLVANIA	22847	VA	SHENANDOAH	23250	VA	HENRICO
22035		FAIRFAX	22535		CAROLINE	22849	VA	PAGE	23294		HENRICO
22036		FAIRFAX	22538		CAROLINE	22851	VA	PAGE	23298	VA	RICHMOND (CITY)
22039		FAIRFAX	22539		NORTHUMBERLAND	22853	VA	ROCKINGHAM	25401	WV	BERKELEY
22041 22042		FAIRFAX FAIRFAX	22542 22546		ORANGE CAROLINE	22901 22904	VA VA	ALBEMARLE CHARLOTTESVILLE (CITY)	25411 25413		MORGAN BERKELEY
22042		FAIRFAX	22553		SPOTSYLVANIA	22911		ALBEMARLE	25414	WV	JEFFERSON
22044		FAIRFAX	22554		STAFFORD	22923		ORANGE	25419	WV	BERKELEY
22046	VA	FALLS CHURCH (CITY)	22556	VA	STAFFORD	22935	VA	GREENE	25420	WV	BERKELEY
22060		FAIRFAX	22560		ESSEX	22936		ALBEMARLE	25422	WV	MORGAN
22066		FAIRFAX	22567		ORANGE	22940		ALBEMARLE	25425	WV	JEFFERSON
22067 22079		FAIRFAX FAIRFAX	22572 22576		RICHMOND LANCASTER	22942 22947		ORANGE ALBEMARLE	25427 25428	WV WV	BERKELEY BERKELEY
22081		FAIRFAX	22578		LANCASTER	22948		MADISON	25430	WV	JEFFERSON
22101		FAIRFAX	22580		CAROLINE	22960		ORANGE	25431	WV	HAMPSHIRE
22102	VA	FAIRFAX	22601	VA	WINCHESTER (CITY)	22963	VA	FLUVANNA	25434	WV	MORGAN
22124		FAIRFAX	22602		FREDERICK	22968	VA	GREENE	25437	WV	HAMPSHIRE
22134		PRINCE WILLIAM	22603		FREDERICK	22972		ORANGE	25438	WV	JEFFERSON
22150		FAIRFAX	22610		WARREN	22973		GREENE ELLIVANINA	25442	WV	JEFFERSON
22151 22152		FAIRFAX FAIRFAX	22611 22620		CLARKE CLARKE	22974 23005	VA VA	FLUVANNA HANOVER	25443 25444	WV WV	JEFFERSON HAMPSHIRE
22153		FAIRFAX	22624		FREDERICK	23009		KING WILLIAM	25446	WV	JEFFERSON
22172		PRINCE WILLIAM	22625		FREDERICK	23014	VA	GOOCHLAND	26704	WV	HAMPSHIRE
22180		FAIRFAX	22627		RAPPAHANNOCK	23015	VA	HANOVER	26711	WV	HAMPSHIRE
22181		FAIRFAX	22630		WARREN	23023	VA	KING AND QUEEN	26714	WV	HAMPSHIRE
22182		FAIRFAX	22637		FREDERICK	23024		LOUISA	26722		HAMPSHIRE
22191		PRINCE WILLIAM	22639		FAUQUIER	23032		MIDDLESEX	26755	WV	HAMPSHIRE
22192 22193		PRINCE WILLIAM PRINCE WILLIAM	22640 22641	VA	RAPPAHANNOCK SHENANDOAH	23038 23039	VA VA	GOOCHLAND GOOCHLAND	26757 26761	WV WV	HAMPSHIRE HAMPSHIRE
22201		ARLINGTON	22642		WARREN	23047	VA	HANOVER	26763	WV	HAMPSHIRE
22202		ARLINGTON	22643		FAUQUIER	23059		HENRICO	26801	WV	HARDY
22203		ARLINGTON	22644	VA	SHENANDOAH	23060	VA	HENRICO	26808	WV	HAMPSHIRE
22204		ARLINGTON	22645		FREDERICK	23063	VA	GOOCHLAND	26810	WV	HARDY
22205		ARLINGTON	22649		WARREN	23065	VA	GOOCHLAND	26812		HARDY
22206		ARLINGTON	22650		PAGE	23069	VA	HANOVER	26817	WV	HAMPSHIRE
22207 22209		ARLINGTON ARLINGTON	22652 22654		SHENANDOAH FREDERICK	23070 23071	VA VA	MIDDLESEX MIDDLESEX	26851 26865	WV	HARDY HAMPSHIRE
22211		ARLINGTON	22655		FREDERICK	23075		HENRICO	20003	V V V	TIAIVII STIIKE
22213		ARLINGTON	22656		FREDERICK	23079	VA	MIDDLESEX			
22214		ARLINGTON	22657		SHENANDOAH	23084	VA	FLUVANNA			
22301		ALEXANDRIA (CITY)	22660		SHENANDOAH	23085	VA	KING AND QUEEN			
22302		ALEXANDRIA (CITY)	22663		CLARKE	23086	VA	KING WILLIAM			
22303		FAIRFAX	22664		SHENANDOAH	23091	VA	KING AND QUEEN			
22304 22305		ALEXANDRIA (CITY) ALEXANDRIA (CITY)	22701 22709		CULPEPER MADISON	23092 23093		MIDDLESEX LOUISA			
22306		FAIRFAX	22711		MADISON	23102	VA	GOOCHLAND			
22307		FAIRFAX	22712		FAUQUIER	23103	VA	GOOCHLAND			
22308	VA	FAIRFAX	22713	VA	CULPEPER	23106	VA	KING WILLIAM			
22309		FAIRFAX	22714		CULPEPER	23108	VA	KING AND QUEEN			
22310		FAIRFAX	22715	VA		23110	VA	KING AND QUEEN			
22311 22312		ALEXANDRIA (CITY) FAIRFAX	22716 22718	VA VA	RAPPAHANNOCK CULPEPER	23111 23116	VA VA	HANOVER HANOVER			
22312		ALEXANDRIA (CITY)	22719		MADISON	23116		LOUISA			
22315		FAIRFAX	22720		FAUQUIER	23124		NEW KENT			
22331	VA	ALEXANDRIA (CITY)	22722	VA	MADISON	23126	VA	KING AND QUEEN			
22332		ALEXANDRIA (CITY)	22724		CULPEPER	23129	VA	GOOCHLAND			
22401		FREDERICKSBURG (CITY)	22725		MADISON	23141	VA	NEW KENT			
22405 22406		STAFFORD STAFFORD	22726 22727		CULPEPER MADISON	23146 23148	VA VA	HANOVER KING AND QUEEN			
22406		SPOTSYLVANIA	22728		FAUQUIER	23146	VA	MIDDLESEX			
22407		SPOTSYLVANIA	22729		CULPEPER	23150		HENRICO			
22427		CAROLINE	22730	VA	MADISON	23153	VA	GOOCHLAND			
22432		NORTHUMBERLAND	22731		MADISON	23156	VA	KING AND QUEEN			
22433		ORANGE	22732		MADISON	23160		GOOCHLAND			
22435 22436		NORTHUMBERLAND ESSEX	22733 22734		CULPEPER FAUQUIER	23161 23169	VA VA	KING AND QUEEN MIDDLESEX			
22436		ESSEX	22734		CULPEPER	23175		MIDDLESEX			
22438		ESSEX	22736		CULPEPER	23176	VA	MIDDLESEX			
22443		WESTMORELAND	22737		CULPEPER	23177	VA	KING AND QUEEN			
22448	VA	KING GEORGE	22738	VA	MADISON	23180	VA	MIDDLESEX			
22454		ESSEX	22740		RAPPAHANNOCK	23181	VA	KING WILLIAM			
22460		RICHMOND	22741		CULPEPER	23192	VA	HANOVER			
22469 22473		WESTMORELAND NORTHUMBERLAND	22742 22743		FAUQUIER MADISON	23219 23220	VA VA	RICHMOND (CITY) RICHMOND (CITY)			
22473		ESSEX	22743		CULPEPER	23221	VA	RICHMOND (CITY)			
22480		LANCASTER	22747		RAPPAHANNOCK	23222	VA	RICHMOND (CITY)			
22482		LANCASTER	22749		RAPPAHANNOCK	23223	VA	RICHMOND (CITY)			
22485		KING GEORGE	22810	VA	SHENANDOAH	23226	VA	HENRICO			
22488		WESTMORELAND	22815		ROCKINGHAM	23227		HENRICO			
22503	VA	LANCASTER	22824	٧A	SHENANDOAH	23228	VA	HENRICO			

Local Disadvantaged Business Enterprise (LDBE) Size Standards for Solicitation 2-10-B221

NAICS Code	Type Of Work / Service	LDBE Size Standard
541410	Interior Design Services	\$7 Million
561730	Landscaping Services	\$7 Million

To be considered an LDBE small business, a business firm's average annual gross receipts or average number of employees for the last three (3) years cannot exceed the applicable Small Business Administration (SBA) size standard. Gross receipts or numbers of employees of all affiliates of the firm are included when determining the firm's average annual gross receipts or average number of employees.

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

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

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

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

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY CONTRACT PARTICIPATION FORM

Che	ck One: Original 🗌 R	evised []		Date: Contract No.:					
Nam	e of Offeror:							Project Name:		
Original Contracted LDBE Participation: \$								Original Percent C	Contracted LDBE Participation:	%
	The Offeror shall submit the Contract Participation Form to the Contracting Officer with the offer. Please attach additional sheets if needed.									
LIST THE PRIME AND <u>ALL</u> FIRST TIER FIRMS PARTICIPATING IN THIS CONTRACT		I II ()	FEDERAL TAX ID (also known as Employer	Er	Enter "X" for all that apply			ADDRESS	DESCRIBE TYPE OF WORK (Electrical, Paving, etc. with notation e.g.	
	ntify whether firms are *P, S, JV, SP, B, MFG, in next column.		Identification Number) nine digit number.	LDBE	MBE **	WBE ***	OTHER	(Number, Street, City, State, ZIP)	"Labor Only", "Material Only", "Complete") Item Number if Applicable, Quantity, Unit Price	AGREED PRICE
EX	SAMPLE	S	55-555555	X	X			12345 Main Street, Washington, DC 20001	Furnish and install Structural Steel	\$986,000.00
1										
3										
4										
5										
6										
7										
8										
9										
10 11										
12										
13										
14										
15										
16										
17										
								TOTAL AGREED PRICE	MUST EQUAL TOTAL OFFERED PRICE:	
l,		, a duly a	uthorized repr	ese	ntat	ive	of _	, ce	rtify that the above information is	true and correct.
	(type or print name)							(name of firm)		
Sign	ature:							Date:		
	** MBE = A certified Minority Business Enterprise (Attach current certification letter) P = Prime Contractor SP = Stocking Supplier/Distributor ** MBE = A certified Minority Business Enterprise (Attach current certification letter) *** WBE = A certified Women Business Enterprise (Attach current certification letter)									

***P** = Prime Contractor **S** = Subcontractor **JV** = Joint Venture **SP** = Stocking Supplier/Distributor **B** = Broker, Agent, Packager

H = Hauler

MFG = Manufacturer

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

(Name o	of Prime Contractor)	Contract Number Location Contract Name							
(Name o	of 1 st Tier Subcontractor (If Applicable))	Contract Name							
A.	The undersigned LDBE intends to perform ☐ Individual ☐ Partnership ☐ Corporation			s (Check one):					
В.	The undersigned LDBE will perform the woll Construction Contractor ☐ Stocking Soll Broker, Agent, Packager ☐ Hauler ☐	upplier 🛭 Manufad	cturer Stocking Di	stributor	/):				
C.	The undersigned LDBE will: Perform the	e following services	☐ Supply the following	ng materials, equ	ipment, supplies:				
IF AV	IF AVAILABLE, PLEASE ATTACH A COPY OF THE PROPOSED SCOPE OF WORK FOR THIS SUBCONTRACTOR.								
Item Number	Detailed Description Of Scope of Work		e of Services heck One)	Quantity	Unit Price				
01			☐ Matl Only ☐ Complete						
02			☐ Matl Only ☐ Complete						
03		☐ Labor Only	☐ Matl Only ☐ Complete						
04		☐ Labor Only	☐ Matl Only ☐ Complete						
	Please Attac	h Additional Shee	ts if Necessary						
D. E.	Work described above will be performed at Total Contract Amount: \$	_			·				
F.			Completion Date:						
G.	% of the dollar value of the subco								
	dersigned will enter into a subcontract contered tor and the Authority: (NOTE: SIGNATURE)			of a contract be	tween the Prime				
/Duint au	Time Name of LDDE Firms	Agreed To	rint or Type Name of	Duine a Cambra ata					
(Print or	Type Name of LDBE Firm)	(P	nint or Type Name of	Prime Contracto)				
By (Prin	nt or Type Name and Title)	(P	rint or Type Name an	d Title)					
(Signatu	ure) (Date)	(S	ignature)	(Date)					
(Print or	Type LDBE's Certification Number and Exp	piration Date)							
•	,	,							
	F	OR MWAA USE O	NLY						
	EOP Specialist's Approval \$	Destining of 1	(6)						
(∟nter I	The Amount of Contract Approved for LDBE	Participation)	(Signature)	(Da	le)				

MWAA/EOP 02/2005

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY REVISION TO ORIGINAL LETTER OF INTENT

(Name o	of Prime Contractor)	Contract Number Location						
(Name o	of 1 st Tier Subcontractor (If Applicable))	Contract Nar	ne					
Revisior Describe	n # MWAA Change Notice # e Change or Modification	MWAA (Contract Modification #					
This rev	ision represents: Increase in Contract Amo ase, state reason							
A.	The undersigned LDBE intends to perform th ☐ Individual ☐ Partnership ☐ Corporation			(Check one):				
B.	The undersigned LDBE will perform the work associated with this contract as a (Check all that apply): ☐ Construction Contractor ☐ Stocking Supplier ☐ Manufacturer ☐ Stocking Distributor ☐ Broker, Agent, Packager ☐ Hauler ☐ Service Provider (for non-construction contracts)							
C.	The undersigned LDBE will: \square Perform the fo	ollowing service	ces \square Supply the following	g materials, equ	ipment, supplies:			
IF AV	IF AVAILABLE, PLEASE ATTACH A COPY OF THE PROPOSED SCOPE OF WORK FOR THIS SUBCONTRACTOR.							
Item Number	Detailed Description r Of Scope of Work	S	cope of Services (Check One)	Quantity	Unit Price			
01		□ Labor	Only Matl Only Complete					
02		Labor	Only Matl Only Complete					
03		Labor	Only Matl Only Complete					
04			Only Matl Only Complete					
	Please Attach	Additional S	heets if Necessary					
D.	Work described above will be performed at the	e following to	otal price: \$		·			
E.	Original Total Contract Amount: \$ Total Amount of This Revision: \$		Current Total Contra New Total Contract		\$ \$			
F.	Term of Contract Original Commencement Revised Commencement			ompletion Date: ompletion Date:				
G.	% of the dollar value of the subcontr			cable):				
	dersigned will enter into a subcontract consistor and the Authority: (NOTE: SIGNATURES I			of a contract be	tween the Prime			
		greed To						
(Print or	Type Name of LDBE Firm)		(Print or Type Name of F	Prime Contracto	r)			
By(Prin	(Print or Type Name and Title) (Print or Type Name and Title)							
(Signatu	(Date)		(Signature)	(Date)				
(Print or	Type LDBE's Certification Number and Expira	ation Date)						
		R MWAA USE	ONLY					
	EOP Specialist's Approval \$	-4:-t (°)	(0)		4-)			
(Enter I	he Amount of Contract Approved for LDBE Pa	irticipation)	(Signature)	(Da	ie)			

EXHIBIT F

LDBE CERTIFICATION APPLICATION

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

http://www.mwaa.com/business_information/contracting_opportunities/ldbe_dbe_certification

Exhibit G Page 1 of 3

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY APPLICATION FOR JOINT VENTURE ELIGIBILITY

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

1.	JOINT VENTURE NAME AND ADDRESS (Company Name, Address, City State Zip)	2.	CONTACT PERSON AND TITLE
		3.	TELEPHONE
4.	IDENTIFY THE COMPANIES WHICH COM PARTNER(S) MUST COMPLETE LDBE AP		
5a.	DESCRIBE ROLE OF LDBE FIRM IN THE	JOIN	T VENTURE:
b.	NATURE OF JOINT VENTURE'S BUSINES	SS:	
c.	DESCRIBE VERY BRIEFLY THE EXPERI EACH NON-LDBE JOINT VENTURER:	ENC	E AND BUSINESS QUALIFICATIONS OF
6.	☐ YES ☐ NO IF YES, WHICE		SPECIFIC AUTHORITY SOLICITATION? NE?
7.	WHAT IS THE PERCENTAGE OF LDBE O	WNE	RSHIP IN THE JOINT VENTURE?

Exhibit G Page 2 of 3

8.	PROVIDE A COPY OF THE JOINT VENTURE AGREEMENT. Include in the following information with respect to ownership of the joint venture (if not covered in the joint venture agreement).										
	a. Profit and Loss Sharing										
	b. Capital Contributions, Including Equipment										
	c. Other Applicable Ownership Interests										
9.	CONTROL OF AND PARTICIPATION IN THIS CONTR those individuals (and their titles) who are responsible f policy decision making, but not limited to, those with pri decisions; (b) management decisions, such as estimati and firing of management personnel; (d) purchasing of supervision of field operations.	for day-to-day management and ime responsibility for (a) financial ng marketing and sales; (c) hiring									
	Name Firm	n (and Title)									

AFFIDAVIT

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

Name of Joint Venture Names of companies f			
Name(s)			
Title(s) Date State of County of			
On this (name)sworn, did execute the by (name of firm) his or her free act and		, 20,, to me personally kno did state that he or she wa to execute the a	before me appeared own, who being duly as properly authorized affidavit and did so as
Notary Public Commission Expires			
[Seal]			
sworn, did execute the	e foregoing affidavit, and	, 20,, to me personally know did state that he or she wa to execute the a	as properly authorized
Notary Public Commission Expires			
[Seal]			

Exhibit H Page 1 of 2

LDBE WAIVER REQUEST PROCEDURE

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

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

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

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

Exhibit H Page 2 of 2

WAIVER REQUEST (Continued)

REQUEST FOR WAIVER
hereby requests a waiver of the required contrac
requirement for the participation of LDBEs as specified in solicitation number
All good faith efforts to identify potential LDBEs as subcontractors have been made, but we
have been unable to meet the LDBE requirement for the following reason(s):
(Authorized Representative)
. , ,

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

(Date)

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY LDBE UNAVAILABILITY CERTIFICATION

l,	, of
(Name)	(Title)
(Offeror)	, certify that on (Date)
I contacted the following LDBEs to obta	ain a quote for work items to be performed on Contract
Number	
LDBE (Name of Firm)	Work Items Sought
To the best of my knowledge and belie	f, said LDBEs were unavailable (exclusive of unavailability
	work on this project, or unable to prepare an offer or bid, for
the following reason(s).	
	Signature
	Date
	was offered an opportunity to bid or make an offer on
(Name of LDBE)	•
the above identified work on	by (Date) (Source)
The above statement is a true and acc	urate account of why I did not submit an offer/bid on this
project.	arate account of why I did not submit an onei/bid on this
	(Signature of LDBE)
	(Title)

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY INVOICE ATTACHMENT FORM

Name Of Prime Contractor Contract Name & Number Original Contract Amount \$				Payments Received \$									
#	NAME OF SUBCONTRACTOR	BUSINESS ADDRESS (CITY, STATE, ZIP)	DESCRIPTION OF WORK	* L D B E	M B E	W B E	O T H E R	ORIGINAL SUBCONTRACT AMOUNT	CURRENT SUBCONTRACT AMOUNT	TOTAL PAYMENTS TO DATE	AMOUNT THIS INVOICE	% C O M P L E T E	% L D B E
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
			SUBCONTRACTOR TOTALS RIME CONTRACTOR TOTAL										
			TOTAL THIS INVOICE										
* PU	JT AN "X" IN THIS COLUMN O	NLY IF SUBCONTRACTOR	R IS AN AUTHORITY CERTIFIE	ED LDI	BE.								

I certify that the information furnished above is correct to the best of my knowled designated period covered by this report.	edge and represents the current status of the firm's (Prime Con	tractor) subcontract(s) with the listed firms (Subcontractors) for the
Signed:	Title	Date

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

I. USE AUTHORIZED FORMS

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

II. REPORT ALL LDBEs EVERY MONTH

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

III. LEDGER PORTION

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

B. Classification of Subcontractor(s)

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

Assign classifications as follows:

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

Metropolitan Washington Airports Authority Instructions for Completing the Invoice Attachment Form

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

C. Original Subcontract Amount

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

D. Current Subcontract Amount

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

E. Total Payments to Date

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

F. Amount of This Invoice

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

G. Percentage Amount Complete

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

H. Percent LDBE

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

I. Totals

Fill out totals as follows:

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

IV. TOP PORTION OF INVOICE ATTACHMENT FORM

A. Original Contract Amount

Enter the original amount of the Prime's Contract.

B. Payments Received

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

C. Current Contract Amount

Enter the current amount of the Prime's Contract.

D. Retainage Withheld

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

E. Invoice Period

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

F. Date Submitted

Enter the date the report is submitted to the Authority.

G. Actual LDBE Participation to Date \$

Enter the sum of Total Payments to LDBEs.

H. Current Scheduled LDBE Participation \$

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

I. Total Original Contracted LDBE Participation \$

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

J. Percentage Original Contracted Participation

Enter the percentage of required LDBE participation for this contract.