



NORFOLK AIRPORT AUTHORITY

REQUEST FOR PROPOSALS

TITLE: Network and Network Security Services

RFP #FY25-102-08

April 3, 2025

REQUEST FOR PROPOSALS

I. REQUEST FOR PROPOSALS (RFP)

A. Introduction

The Norfolk Airport Authority (hereinafter referred to as “Authority”) will accept qualification proposals from qualified and experienced contractors (hereinafter referred to as “Offerors”). The Authority seeks professional technology vendors to provide networking and network security services to support its IT infrastructure, ensuring robust security, reliability, and operational efficiency.

B. Background

The Norfolk Airport Authority (NAA) is seeking a qualified provider to support its network and network security infrastructure. As a critical transportation hub, NAA requires robust IT systems to ensure operational efficiency, cybersecurity, and compliance with industry standards. The selected Proposer will be responsible for delivering a comprehensive suite of services, including help desk support, network monitoring, disaster recovery, cybersecurity measures, and IT asset management. This Request for Proposal (RFP) aims to identify a provider capable of maintaining, securing, and optimizing NAA’s IT environment while supporting long-term technology planning and innovation.

C. Scope of Work

Service Requirements: As part of this RFP, Norfolk Airport Authority (NAA) has requirements for the following services. Comprehensive IT services provider capable of delivering a wide range of support functions to ensure the stability, security, and efficiency of its technology infrastructure. The selected Proposer should provide 24x7x365 Help Desk support and proactive server and network monitoring, along with business continuity, disaster recovery, and remote backup solutions. Security remains a critical focus, requiring antivirus, anti-spam, and antispyware protections, vulnerability testing, and end-user security awareness training. The Proposer must also offer on-site and remote support for networking, Microsoft 365 applications, and various IT assets, including lifecycle management for hardware and software. Additionally, the provider must oversee software licensing, warranty management, and asset inventory while ensuring compliance with PCI standards and other regulatory requirements. Service expectations include break/fix support, move/add/change (MAC) services, desktop software standardization, and managed SOC-as-a-service for continuous threat monitoring. The Proposer will work closely with NAA’s IT team to establish technology strategy planning, maintain service level agreements, and provide detailed reporting on system health, uptime, and inventory management to support long-term operational planning.

D. Deliverables

1. Comprehensive IT Support & Monitoring – Provide 24/7/365 help desk support (Tier 1-3), proactive server/network monitoring, and incident escalation based on severity.

2. Cybersecurity & Compliance Assurance – Deliver antivirus, anti-spam, and anti-malware solutions, vulnerability testing, security awareness training, and compliance adherence (e.g., PCI standards, regulatory requirements).
3. Business Continuity & Disaster Recovery – Implement backup solutions with defined RTO/RPO, disaster recovery plans, and redundancy strategies for critical systems.
4. Asset & Lifecycle Management – Maintain an inventory of hardware and software, manage warranties, handle end-of-life processes, and ensure timely upgrades and replacements.
5. Onsite & Remote IT Support – Deploy onsite resources as needed, manage break/fix services, and support desktop, laptop, printer, and software-related issues.
6. Strategic Technology Planning & Reporting – Work with NAA leadership to develop long-term IT strategies, provide performance and health reports, and support planning for system upgrades.
7. SOC-as-a-Service & Incident Response – Deliver Managed SOC-as-a-Service to monitor NAA’s environment, proactively detect and respond to threats, and enhance network security.

E. Minimum Qualifications

1. The respondent’s proposed lead team member assigned to this engagement must have at least five (5) years of experience in providing network and network security services. This experience should demonstrate a comprehensive understanding of network infrastructure, cybersecurity frameworks, threat detection, mitigation strategies, and implementation of solutions for large-scale organizations. A strong preference will be given to experience with government agencies, airports, or other high-security, high-traffic environments of similar size, scope, and complexity.
2. The respondent must be an independent entity, free from financial entanglements or affiliations with vendors engaged in financial transactions or services related to the Authority’s network and network security systems. This ensures that the service provider maintains autonomy and impartiality in delivering network and security solutions, preventing any potential conflicts of interest.

II. GENERAL PROPOSAL REQUIREMENTS

- A. RFP Response: In order to be considered for selection, Respondents must submit a complete proposal in response to this RFP for receipt not later than 2:00 p.m. (Local Time) on, May 14, 2025.
- B. One (1) electronic copy (PDF) of the Proposal must be submitted to the Authority via email to: solicitations@norfolkairport.com

Hardcopy proposals will not be accepted. Email correspondence transmitting the RFP response must be time stamped by the deadline stated above.

C. Proposal Format

1. The Proposal must include the completed Proposal Form attached hereto as Exhibit B along with additional required information and must be contained in a single PDF.
2. Proposals must be signed by an authorized representative of the Respondent. All information requested in this RFP should be submitted. Failure to submit all the information requested may result in rejection of the Proposal.
3. Responses MUST provide full vendor name and address of Respondent and must be manually or electronically signed. Failure to do so will disqualify the Respondent's proposal. The person signing the proposal must show title or authority to bind his/her company in a contract. Vendor name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent, whether corporation, partnership, or individual, must also be stated in the Proposal. A corporation must execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and must also list the state in which it is incorporated. A partnership Respondent must give full names and addresses of all partners. All partners must execute the Proposal. Partnership and Individual Respondents must state in the Proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a contractor or company, with city and state and telephone number, must be given after the signature.
4. Proposals should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity and brevity of content. Respondents are not expected to expend resources developing story boards, creative copy, and similar materials. The total number of pages will be limited to 25 not including the Proposal form, cover sheet, section covers or resumes.
5. Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP will belong exclusively to the Authority and will be subject to public inspection and disclosure in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Respondent will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Respondent must invoke the protections of § 2.2-4342.F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal and paper copies. Additionally, the Respondent must submit a redacted copy of the proposal if invoking said protect. The classification of an entire proposal document or prequalification

application, line item, prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the Respondent refuses to withdraw an entire classification designation, the proposal will be rejected.

6. Proposals should be organized in the order in which the requirements are presented in this RFP. All pages of the Proposal should be numbered. Information which the Respondent desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the Proposal and designated as additional material.
7. Proposals cannot be altered or amended after the submittal deadline. No proposal submitted in response to this solicitation may be withdrawn after submittal deadline without acceptable reason in writing and only after approval by the Authority.

III. SPECIFIC PROPOSAL REQUIREMENTS

Respondents are required to submit the Proposal Form and the following information in their Proposals:

1. A Statement of Qualification. The Statement of Qualification section must include a comprehensive identification of the Respondent's qualifications and capacity to perform all requirements under the Scope of Services. The Respondent must support its ability to be responsible for all facets of the RFP, including professional background and experience of key personnel in the Scope of Services.
2. References. List three (3) clients who would provide references for Respondent where comparable services have been provided. Provide phone numbers, email, and mailing addresses for each of such references. Additional references from other clients, commercial service airports in particular, where comparable services have been provided may be included.
3. Conflicts. Disclose any potential conflicts that may arise due to Respondent's representation of other entities.
4. The name and contact information of the individual who would be the Authority's primary contact for coordination of services if the Respondent's company is selected.
5. Resumes of key individuals who will perform work covered under this RFP.
6. Location of office(s) from which the majority of the work would be performed.
7. The name and contact information of the staff person who is responsible for the Proposal and is to be contacted regarding any questions the Authority may have about the Respondent's response to this RFP.

IV. SELECTION PROCESS

- A. The Authority intends to select one vendor, but reserves the right to select multiple vendors, to accept none of the Proposals, to negotiate for modification of the Proposal with the Selected Respondent, or to waive/modify any of the requirements for the Proposal at any time prior to execution of a contract, if deemed to be in the Authority’s best interests. If the Respondent is selected for contract negotiations, the Selected Respondent may be required to prepare and submit additional information prior to final contract execution.
- B. The Authority may elect to conduct interviews as part of this RFP. Respondents should be prepared to respond to questions related specifically to their Proposals and other pertinent matters contained within the RFP. Upon completion of the interview process (if interviews are deemed necessary), the Authority will evaluate all information, complete the selection process, and notify the Selected Respondent, as well as the non-selected vendors.
- C. The Authority may make such investigations as deemed proper and necessary to determine the ability of the Respondent to perform the services, and the Respondent must furnish to the Authority all such information and data for this purpose as may be requested.
- D. Authority reserves the right to reject any Proposal if, in the Authority’s sole discretion, (i) such Proposal is deemed nonresponsive, or (ii) the evidence submitted by, and investigations of the Respondent fail to satisfy the Authority that such Respondent is properly qualified to fulfill the requirements of the RFP and to successfully provide the services contemplated herein.

V. EVALUATION AND AWARD

- A. Evaluation of Proposals: Each Proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth herein. The specifications within this RFP represent the minimum performance necessary for response. An award will be made to the Offeror who is determined by the Authority, in its sole discretion, to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors set out immediately below.

Criteria	Points
Plan of Execution	30
Qualifications and Experience	30
Costs and Fees	25
References	15

B. Breakdown of Criteria

1. **Plan of Execution (30 Points)**

Evaluates how well the vendor understands the scope of work and its ability to provide a strategic, actionable plan.

- a) Evaluates the clarity, feasibility, and innovation of the proposed solutions, including timelines, resource allocation, and customization to meet the Authority's specific business needs.

2. **Qualifications and Experience (30 Points)**

Evaluates the vendor's ability to perform the required tasks effectively.

- a) Considers relevant certifications, expertise in similar projects, knowledge of emerging technologies, and the team's overall capability to deliver effective solutions.

3. **Costs and Fees (25 Points)**

Assesses the affordability and justification of costs in relation to the proposed plan.

- a) Assesses the transparency and value of the pricing structure, alignment with the Authority's budget, and flexibility for future scaling or additional services.

4. **References (15 Points)**

Confirms the vendor's credibility and past performance through client testimonials or case studies.

- a) Reviews client feedback, the vendor's ability to deliver projects on time and within budget, adaptability to Authority needs, and examples of exceeding expectations.

- C. Award of and Term of Contract: Following the submission of Proposals and any subsequent interviews the Authority may wish to conduct, the Authority will consider all available information and select one Offeror with whom it will make a good faith effort to negotiate an agreement. The Authority will select the Offeror determined by the Authority in its sole discretion to be best qualified, responsible, and best suited to meet its needs and objectives among those submitting Proposals. Negotiations will be conducted with the Offeror(s) so selected.

The proposed network security team of the Offeror may be required to participate at the Airport in at least one negotiation session.

In the event an agreement cannot be reached with the Selected Offeror, the Authority reserves the right to terminate negotiations with no obligation to the first Selected Offeror. Further, the Authority reserves the right to negotiate for modification of any Proposal and may enter into an agreement with any Offeror of its choosing.

The award document will be a written contract in a form which will be provided by the Authority and will incorporate by reference all the requirements, terms and conditions of the solicitation and the Selected Offeror's Proposal as negotiated. The term will be for five (5) years with the option for the Authority to extend annually for a maximum of three (3) additional years. The term initiation date will be the date of the Notice of Award as issued by the Authority. The Authority's standard contract for requested services and standard terms and conditions are attached to the RFP as Exhibits C.

Once an award is made, the Authority will negotiate the contract and terms and conditions with the successful Offeror to finalize a mutually acceptable contract document consistent with the standard contract and terms and conditions attached hereto.

The Authority may cancel this RFP or reject any or all Proposals at any time prior to an award and will not be required to furnish a statement of the reasons why a particular Proposal was not selected.

VI. SCHEDULE

- Request For Proposal Start date: Wednesday, April 3, 2025
- On-site Pre-proposal meeting: Wednesday, April 9, 2025, Norfolk Airport, HR Offices Board Room 10:00am
- Deadline for question Requests: Wednesday, April 23, 2025. Submit in electronically to: solicitations@norfolkairport.com
- Responses to Questions Posted by: Wednesday, April 30, 2025
- Proposals Due by: Wednesday, May 14, 2025, at 2:00 EST Submit electronically to: solicitations@norfolkairport.com

The award is expected on Wednesday, June 18, 2025, and the Selected Offeror's performance of Services will begin immediately upon execution of the Authority's standard contractor contract.

VII. RFP EXHIBITS

Exhibit A	Scope Of Work
Exhibit B	Proposal Form
Exhibit C	General Terms and Conditions for Services
Exhibit C1	Standard NAA Service Provider Agreement
Exhibit D	FAA Required Contract Provisions – Non-AIP Contracts
Exhibit E	Proof of Authority To Transact Business In Virginia
Exhibit F	Exceptions Page
Exhibit G	Proprietary Confidential Information Identification
Exhibit H	Vendor Data Sheet
Exhibit I	W-9 Form

VIII. GENERAL

- A. This solicitation and any resulting contract are subject to and will incorporate the General Terms and Conditions attached hereto as Exhibit C.
- B. It is the responsibility of each Respondent to clarify any requirements of this RFP that are not understood. All inquiries pertaining to this RFP must be submitted as directed in the Schedule above. Answers will be posted in the form of an addendum on the Airport website as necessary. No inquiries should be made to any other appointed or elected officials associated with the Authority.
- C. If it becomes necessary to revise any part of this RFP, or if additional data or information is necessary to clarify any provision, an addendum will be posted to the Airport website.
- D. Expenses for developing and submitting a Proposal are entirely the responsibility of the responding vendor and will not be chargeable to the Authority.
- E. The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- F. If you need any reasonable accommodation for any type of disability to participate in this procurement, please contact the Authority as soon as possible.

EXHIBIT A
SCOPE OF WORK
NETWORK AND NETWORK SECURITY SERVICES

Service Requirements: As part of this RFP, Norfolk Airport Authority (NAA) has requirements for the following services.

- A. Help Desk Support & Server/Network System Monitoring - The Proposer should offer superior 24x7x365 Help Desk support from Tier One to Three services utilizing industry best practice processes and procedures and provide 24x7 monitoring of NAA's server & network system with proactive communication and escalation protocols based on the severity of any unscheduled outages.
- B. Business Continuity, Disaster Recovery and Remote Backup – The Proposer must be able to support NAA's ability to recover based on the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) agreed upon by organizational constituents. The proposer must also execute a nightly backup plan; full or partial for the critical servers, including a regularly-tested recovery process. In addition, backup and redundancy should be used to support this requirement.
- C. Antivirus, AntiSpam & Antispyware Protection – NAA is looking for solutions to defend against all known security threats including phishing, malware, spam and viruses.
- D. On-Site Support – When needed, Proposer should have the ability to deploy onsite resources to assist in issues which cannot be resolved through remote access to in-house systems.
- E. Networking Support - NAA requires proactive management and monitoring of our switches, firewalls, routers, network storage (on prem and cloud) and other networking equipment as identified by NAA. This support will include IDM (Identity Management).
- F. Microsoft 365 Support – The Proposer should be able to provide support for the Microsoft 365 applications environment to include Teams and its associated applications and extensions.
- G. Warranty and Asset Inventory Management – NAA request that the Proposer will maintain an asset inventory system that includes desktops, laptops, servers, printers/scanners, fax machines, and notify NAA of any potential service or warranty issues. The Proposer must also assist with managing the lifecycle of NAA's devices and maintain an equipment inventory to ensure our systems are always current.
- H. Software Licensing Control – Oversight of automatic renewal of software applications and maintenance of appropriate documentation.

- I. PC Deployment & Desktop and Laptop Support - The Proposer must be able to augment the NAA IT staff when requested. This augmentation will assist in the delivery and setup of PC computing equipment and includes support for legacy and planned desktop / laptop hardware.
- J. Printers, Copiers, and Scanners -The Proposer must be able to support existing printers, copiers, and scanner-related network-printing devices from a network perspective.
- K. Desktop Software Standardization and Software Licensing and Upgrades – The Proposer must have a process for identifying standardization and management of desktop images, ensuring that NAA staff are using current products as well as current OS and browser versions Win 10 & 11, to include Apple IOS for tablets.
- L. Lifecycle Management of Hardware and software – The Proposer should have processes for end-of-life processes to include notification, replacement, and asset decommissioning/disposal.
- M. Break Fix and Installation – The Proposer should offer planned and on-call break/fix services, including Help Desk Support emergency response.
- N. Move, Add, Change (MAC) – NAA is looking for the Proposer to help with any changes to the location, configuration of existing equipment or software, and installation of additional equipment or software as needed.
- O. Reporting – The Proposer should provide relevant reporting not only based on their performance from a help desk perspective but also regarding system health, uptime, and assist in keeping an accurate hardware inventory to inform ongoing planning of maintenance, warranties, and refresh schedules.
- P. Technology Strategy Planning – The Proposer will work with management to develop a long-term strategic technology plan. The plan will take advantage of new and existing technologies to produce a pragmatic and effective future roadmap that enables the organization to fulfill its overall mandate in the community.
- Q. Account Management – The Proposer must offer an internal escalation process in tandem with NAA IT to ensure the ability to have multiple points of contact available if needed depending on the items or issue encountered.
- R. Service Levels – The Proposer should identify service level agreements with follow up processes with NAA IT staff regarding the ability to meet the SLA requirements.
- S. Compliance – The Proposer must use systems that comply with published Payment Card Industry Security (PCI) Standards. In addition, the Proposer should also support rules and

regulations as provided by relevant governing organizations as identified by regulatory or grant based requirements.

- T. End-User Security Awareness Training – The Proposer should offer Security Awareness Training to teach NAA staff members about current threats, terms, standards, and compliance to help them avoid a security incident.
- U. Vulnerability Testing - The Proposer should offer vulnerability testing, both internal and external to the NAA network environment.
- V. Managed SOC-as-a-Service - The Proposer should offer Managed SOC-as-a-Service to monitor NAA's environment and ensure proactive detection and response to threats, intrusions, and attacks

EXHIBIT B
PROPOSAL FORM
NETWORK AND NETWORK SECURITY SERVICES

TO: NORFOLK AIRPORT AUTHORITY

A. The undersigned hereby offers to enter into a contract with the Norfolk Airport Authority ("Authority") to provide services in connection with the Authority's REQUEST FOR PROPOSAL dated April 3, 2025, for the services of qualified professional technology vendors to provide networking and network security services to support its IT infrastructure, which is incorporated herein by this reference. Respondent's Proposal attached hereto describes in full the specific Services which Respondent wishes to provide the Authority and Respondent's qualifications and experience.

B. Full legal name of Respondent: _____

C. Name(s) and title(s) of individuals authorized to make representations and agreements on behalf of Respondent with regard to this Proposal:

D. Principal business address of Respondent:

E. Address of office from which majority of work will be performed:

F. This Proposal will be irrevocable for a period of ninety (90) days after the Due Date.

G. The Respondent hereby makes each and every representation and agreement required by the REQUEST FOR PROPOSAL.

- H. Respondent agrees that none of the information provided to the Authority with the Proposal has been given in confidence. All or any part of the information may be used or disclosed by or on behalf of the Authority without liability of any kind.
- I. Respondent hereby certifies that no officer, director, employee, or agent of Respondent who will be directly involved in the supervision, direction, or provision of Service to the Authority, has ever been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d) or any comparable regulations. Respondent further certifies that no individual who has been convicted of, or has pending criminal charges of, the disqualifying criminal offenses listed above, will perform any work pursuant to the Proposal on the property of the Authority unless the Respondent has obtained the express prior approval of the Authority for that individual.
- J. Respondent certifies that it has full authority to conduct business in the Commonwealth of Virginia and has determined all requirements for permits, licenses, and certificates required by any regulatory agency (federal, state, and local) for Respondent to provide the Service, and that Respondent has obtained or will be able to obtain any required permits, licenses, and certificates prior to execution of the Contract.
- K. The entire Proposal, any documents required by it and all exhibits and other papers made a part thereof by its terms are incorporated herein and made a part of this Proposal.
- L. Any notices to be provided by Authority to Respondent pursuant to this Proposal or the REQUEST FOR PROPOSAL will be given to the following individual:

Name: _____
Title: _____
Mailing address: _____
Telephone number: _____
E-mail address: _____

AUTHORIZED SIGNATURE OF RESPONDENT:

Printed Name: _____

Signed By: _____

Printed Name: _____

Title: _____

EXHIBIT C
NORFOLK AIRPORT AUTHORITY
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions, where applicable, shall be incorporated by this reference in any agreement (“Contract”) between the Authority and the Offerors selected to provide the underwriting services pursuant to the Request for Proposals for General Airport Revenue Bond Underwriting Services:

- 1. Qualifications of Offerors:** The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the Services, and the Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy the Authority that such Offeror is properly qualified to carry out the obligations of the senior managing underwriter or co-managing underwriter and to provide the services contemplated herein (the “Services”).
- 2. Cooperative Procurement:** As authorized by Virginia law, § 2.2-4304, Va. Code, the Authority may participate in a cooperative procurement agreement in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, or of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction.
- 3. Late Proposals:** To be considered for selection, a Proposal must be received by the Authority by the designated date and hour. It is the sole responsibility of the Offeror to insure that its Proposal is timely received by the Authority by the designated date and hour. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The Authority is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers.
- 4. Liability of Authority:** No Offeror shall have any cause of action against the Authority arising out of a failure by the Authority to consider a Proposal, or the methods by which the Authority evaluated Proposals received. The selection of the prospective Offeror shall be at the sole discretion of the Authority.
- 5. Proposal Acceptance Period:** Any Proposal in response to this RFP shall be valid for one hundred eighty (180) days. At the end of one hundred eighty (180) days, the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time, it remains in effect until an award is made or the RFP is canceled.
- 6. Costs:** The Authority assumes no obligation for any costs associated with preparation or submission of a Proposal.

7. **Unauthorized Contact:** Except the communications with the Executive Director as specifically authorized herein, contact with any official or employee of the Authority, including any Commissioner, in connection with this RFP and the service described herein is prohibited and shall be cause for disqualification of the Offeror. The Authority will not meet individually with any Offeror prior to receipt of Proposals.
8. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the City of Norfolk. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. The Contractor shall give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the Contract.
9. **Ethics in Public Contracting:** By submitting a Proposal, Offeror certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, or subcontractor in connection with its Proposal, and that Offeror has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
10. **Conflict of Interest:** The Offeror represents to the Authority that entering into any contract with the Authority will not constitute a violation of the Virginia Conflict of Interest Act.
11. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the Authority. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Authority the names, qualifications and experience of the proposed subcontractors. The Subcontractor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
12. **Taxpayer Identification Number:** The Contractor shall furnish to the Authority at the time of Contract award and as a condition precedent to receiving payment from the Authority its federal Employer Identification Number (EIN) if a corporation or a partnership, or its Social Security Number (SSN) if a sole proprietor.
13. **Insurance Required of the Contractor:** Contractor agrees to maintain Errors and Omissions insurance coverage in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, at a minimum, to cover all of its own personnel engaged in performing the Services of the Authority under the Contract.
14. **Ownership of Documents and Materials:** Ownership of all materials and documentation including any reports and copies of any analyses prepared pursuant to the Contract with the Authority, shall belong exclusively to the Authority. Such materials and documentation shall be the property of the Authority whether the work for which they are made is executed or not. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the Authority.

15. Payments to the Contractor:

The following procedures are established in conformance with the Virginia Public Procurement Act (VPPA), Code of Virginia §§ 2.2-4300 through 2.2-4377, as amended, and, in particular, § 2.2-4347 *et seq.*, which is referred to as the Prompt Payment Act, if applicable.

- (a) The Contractor shall submit its invoice with the documentation required by the Authority. The invoice shall generally itemize or show a breakdown of the total Contract amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. Invoices for reimbursables shall include documentation of costs for which reimbursement is sought.
- (b) Unless there is a dispute about the compensation due the Contractor then within thirty (30) days after receipt by the Authority of the Contractor's invoice, which shall be considered the invoice receipt date, the Authority shall pay to the Contractor the amount approved, less any retainage and prior payments/advances. The date on which payment is due shall be referred to as the Payment Date.
- (c) Interest shall accrue on all amounts owed by the Authority to the Contractor which remain unpaid thirty (30) days following the Payment Date. Said interest shall accrue at the discounted ninety day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the *Wall Street Journal* on the weekday following each such Weekly Auction. During the period of time when the amounts due to the Contractor remain unpaid following the thirtieth (30th) day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the Contractor to gather and substantiate the applicable weekly interest rates to the satisfaction of the Authority and to calculate to the satisfaction of the Authority the interest due. In no event shall the rate of interest charged exceed the rate of interest established pursuant to Code of Virginia § 58.1-1812. No interest shall accrue when payment is delayed because of a dispute between the Authority and the Contractor. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. The date of mailing of any payment through the U.S. Postal Service is deemed to be the date of payment to the addressee.
- (d) The Authority is entitled to interest on any amounts from the Contractor that remain unpaid thirty (30) days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth above in this subsection.

16. Payments by the Contractor to Subcontractors:

- (a) If applicable, the Contractor is required to pay interest to any of its subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor from the Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month.
 - (b) The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier
 - (c) Any obligation of the Contractor to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Authority. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 17. Audit:** The Contractor, by signing any Contract with the Authority, shall agree to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the Authority, whichever is sooner. The Authority and its authorized agents shall have full access to and the right to examine any of the materials during said period.
- 18. Indemnification and Hold Harmless:** To the fullest extent permitted by law, Contractor will defend, indemnify and hold the Authority and its Commissioners, officers, employees (collectively “Indemnitees”) harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys’ fees), losses or liabilities incurred by or asserted against the Authority or any of its Indemnitees arising from the performance of Contractor’s obligations under the Contract and any and all fees, costs or penalties incurred by the Authority or any of its Indemnitees, to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise out of Contractor’s performance; provided that Contractor shall not be required to indemnify the Authority or any of its Indemnitees for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of the Authority or any of its Indemnitees.
- 19. Force Majeure:** Neither party will be held responsible for delay or default caused by deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the Parties.
- 20. Relationship of the Parties:** The relationship of the Parties is one of independent contractors, each free to exercise judgment and discretion regarding the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.
- 21. Default:** In case of the Contractor’s failure to deliver the reports, documents or services in accordance with the Contract terms and conditions, the Authority, after due written

notice, may procure same from other sources, and the Contractor shall be responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which the Authority may have.

22. Termination of Contract:

- (a) **General:** The Authority may terminate the Contract for cause or for convenience after giving thirty (30) days written notice to the Contractor. The written notice need not include a statement of reasons for the termination.
- (b) **Termination for Cause:** If the Contract is terminated by the Authority for cause, the Contractor shall be responsible for all damages incurred by the Authority as a result of the Contractor's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the Contract. Any termination by the Authority for default, if determined by a court of competent jurisdiction not to have been justified as a termination for default shall be deemed a termination for the convenience of the Authority.
- (c) **Termination for Convenience:** The Authority may terminate the Contract in whole or in part for convenience by delivering to the Contractor a written notice of termination as set forth above, specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Contractor must stop work, including but not limited to work performed by subcontractors and Contractors, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the Contractor shall be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.

23. Laws and Regulations: In performing services under the Contract, the Contractor will comply with applicable federal, state, and local laws and regulations. The Contractor will give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the Contract. Contractor must maintain a valid and current status on all required federal, state, and local licenses, bonds, and permits required for the operation of its business.

24. Assignment of Contract: The Contractor shall not assign the Contract between the Authority and the Contractor, in whole or in part, without the written consent of the Authority.

25. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in Virginia:

- (a) If organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor shall be authorized to transact business in the Commonwealth as a

domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law.

- (b) If organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code, Contractor must provide Authority the identification number issued to it by the State Corporation Commission. If not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law, Contractor shall provide Authority a statement describing why Contractor is not required to be so authorized.
 - (c) Any business entity described in subsection (1) shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
26. **Debarment Status:** By entering into the Contract, Contractor certifies that it is not currently debarred from doing business with or in the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from doing business in the Commonwealth of Virginia.
27. **Anti-Trust:** By entering into the Contract, Contractor conveys, sells, assigns, and transfers to the Authority all rights, title and interest in and to all causes of the action it may now have to hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services acquired by the Authority under the Contract.
28. **Airport Security Requirements:** Contractor acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the Airport and prohibiting violations of the adopted Airport Security Program. Contractor may need access to these secure areas to complete the work required by this Agreement.

Contractor therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and its commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority by the FAA or any other governmental agency for breaches of security rules and regulations by Contractor, its agents, employees, subcontractors, or invitees.

Contractor further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor will notify the Airport's Police Department that the Contractor's access authorization or that of any of Contractor's agents, employees, subcontractors, or invitees has changed. Contractor will confirm that notice, by written confirmation on company

letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department. Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor will surrender any Airport Security Identification Badge held by the Contractor or by Contractor's agents, employees, subcontractors, or invitees. If Contractor fails to surrender these items within five (5) days, the Contractor may be assessed a fee of per identification badge not returned. This fee will be billed to the Contractor or deducted from

- 29. Immigration Reform and Control Act of 1986:** By submitting a Proposal, Offeror certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

EXHIBIT C1
Standard NAA Service
Provider Agreement

THIS SERVICE PROVIDER AGREEMENT ("AGREEMENT") is entered this day of _____, 2025 between **NORFOLK AIRPORT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**Authority**"), located at 2200 Norview Avenue, Norfolk, Virginia 23518, and _____, a [insert type of business], authorized to transact and conduct business in the Commonwealth of Virginia and having a business address of _____ ("**Contractor**") (the Authority and Contractor are referred to throughout this Agreement as the "**Parties**").

WITNESSETH:

WHEREAS, the Authority is seeking certain products and/or services to serve the Norfolk International Airport ("**Airport**" or "**ORF**") more fully described in this Agreement; and

WHEREAS, the Authority has conducted a competitive selection process under the Virginia Public Procurement Act, Ch. 43, Virginia Code, to obtain the products and/or services described hereinafter, and has selected Contractor to provide those services; and

WHEREAS, Contractor has submitted a proposal in response to the Authority's request seeking to provide those products and/or services and represents that it has expertise in the type of products and/or services required.

NOW, THEREFORE, in consideration of the above, the terms and provisions contained herein, and the mutual consideration described below, the Parties agree as follows:

ARTICLE 1 - RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

2.1. Contractor will provide all services necessary to meet the requirements of the Authority for the Project, as described in Exhibit "A" attached to this Agreement and incorporated herein, and as assigned by the Authority during the term of this Agreement. To the extent of any conflict between this Agreement and any exhibits, this Agreement will govern and control.

2.2. Contractor has represented to the Authority that it has expertise in the type of services that will be required by the Scope of Services listed in Exhibit "A". Contractor agrees that all services provided by Contractor under this Agreement are subject to the Authority's review and approval and will be performed according to the normal and customary standards of practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Contractor becomes aware of any conflicts in these requirements, Contractor will notify the Authority of such conflict in writing and utilize its best judgment to resolve the conflict.

ARTICLE 3 - TERM OF AGREEMENT

3.1 The term of this Agreement commences on the date first written above and continues for a term of one (1) year from that date (the "Expiration Date"), or the date Contractor completes, and the Authority accepts, any work assigned by a Contract Amendment or Task Authorization issued before the Expiration Date, whichever occurs last. If a Contract Amendment or Task Authorization is issued that will require work to continue beyond the Expiration Date, neither Agreement nor Authorization may extend the term of this Agreement for more than six (6) months from the Expiration Date.

3.2. The Authority will have the option to extend the initial term of this Agreement for up to five (5) additional years in one (1) year increments from the Expiration Date of the initial term or any extended term. Each extension is subject to successful negotiation by the Parties of a scope of work and compensation schedule for the extended term.

3.3. To exercise its option to extend the initial term, or any extended term of this Agreement, the Authority must give Contractor written notice of its intent to exercise its option to extend at least ninety (90) days before the then current term expires. Any extended term will be agreed to in writing and executed by the Parties with the same formality as this Agreement.

ARTICLE 4 – CONTRACTOR'S RESPONSIBILITIES

Contractor will:

4.1. If necessary, obtain and maintain throughout the term of this Agreement all licenses required to do business in the Commonwealth of Virginia and in the City of Norfolk, including, but not limited to, all business and other licenses required by any governmental agency responsible for regulating and licensing the services provided by Contractor under this Agreement.

4.2. Agree that when services provided under this Agreement relate to services which, under Virginia law, require a license, certificate of authorization or other form of legal entitlement to practice such services, Contractor will employ and/or retain only qualified personnel to provide those services.

4.3. Employ qualified personnel to perform the services described in Exhibit A, including one or more supervisory employees with full authority to bind and obligate Contractor on all matters arising out of or relating to this Agreement.

4.4. Agree to promptly remove and replace any personnel employed or retained by Contractor (or any subcontractor or any personnel of any such subcontractor engaged by Contractor to provide services under this Agreement, if permitted by this Agreement) upon the request from the Authority, which may make such requests in its sole discretion, with or without cause.

ARTICLE 5 - ADDITIONAL SERVICES OF CONTRACTOR

Additional Services refer to services requested by the Authority that are not specifically set out in the Scope of Services as listed in Exhibit "A".

Any additional services agreed to by the Parties will constitute a continuation of the services requested under this Agreement and must be provided and performed according to the terms of this Agreement and any amendment to this Agreement. Any amendment will describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period for performance schedule for completion of the additional services.

ARTICLE 6 – AUTHORITY'S RESPONSIBILITIES

The Authority will:

6.1 Designate one or more employees to act as the Authority's representative with respect to the services rendered under this Agreement. The Authority's representative(s) will have authority to transmit instructions, receive information, and interpret and define the Authority's policies and decisions with respect to Contractor's services under this Agreement.

6.2 Notify Contractor of any deficiencies in services rendered by Contractor.

ARTICLE 7 – NOTICE TO PROCEED, CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

7.1 Contractor will not commence work under this Agreement until it receives a fully-executed copy of this Agreement and a written notice to proceed or the equivalent from the Authority. Following the issuance of a notice to proceed and during the term of this Agreement, the Authority may assign specific tasks by Contract Amendment, Task Authorization or similar document, to be signed by both Parties. Each Contract Amendment, Task Authorization or similar document will include a lump sum or other compensation amount and a schedule of services required or a delivery date for all services.

7.2 Time is of the essence for all services provided under this Agreement. The Authority may suffer damage if Contractor does not complete the required services in a timely manner. Contractor therefore agrees to employ or retain adequate personnel throughout the term of this Agreement to complete all services in a timely and diligent manner.

7.3 If Contractor is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Contractor, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of the Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Contractor must notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

7.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Contractor's services from any cause whatsoever, including those for which the Authority may be responsible in whole or in part, will relieve Contractor of its duty to perform services or give rise to any right to damages or additional compensation from the Authority. Contractor's sole remedy against the Authority will be the right to seek an extension of time to its schedule. This paragraph will expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Contractor, the services relating to a specific Contract Amendment or Task Authorization hereunder have not been completed within twenty-four (24) months of the date that Contract Amendment or Task Authorization was signed by both Parties, Contractor's compensation for that Contract Amendment or Task Authorization will be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Contractor after expiration of said twenty-four (24) month period.

7.5 If Contractor fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to the Authority hereunder, the Authority at its sole discretion and option may withhold any and all payments due and owing to Contractor until such time as Contractor resumes performance of its obligations in such a manner so as to establish to the Authority's satisfaction that Contractor's performance is or will shortly be back on schedule.

ARTICLE 8 - COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority will pay Contractor for all authorized services provided by Contractor under this Agreement as prescribed in Exhibit "B", which is attached hereto and incorporated by reference

8.2 All Tasks outlined in the Agreement are contingent upon execution of a Contract Amendment or Task Authorization Form. The Authority's approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or other funds for any service listed in this Agreement. Only by execution of a

Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Contractor and the Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both Parties. Tasks may be authorized in whole or in part.

8.3 The Authority will issue payment to Contractor within thirty (30) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. If the Authority objects or takes exception to the amount of any Contractor invoice, the Authority will notify Contractor in writing of such objection or exception within the thirty (30) day period. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority will withhold the disputed amount and make payment to Contractor of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the Parties.

8.4 Failure by Contractor to follow the instructions set out above will result in an unavoidable delay in payment by the Authority.

8.5 If this Agreement is terminated for the convenience of the Authority, or if the Authority suspends Contractor's services or work on all or part of the services required by this Agreement, the Authority agrees to compensate Contractor for such services performed in a satisfactory manner prior to the effective date of termination.

8.6 If services required under this Agreement are terminated, canceled, or decreased due to: (a) termination; (b) suspension in whole or in part; and/or (c) are modified by the subsequent issuance of Contract Amendment(s), Contractor will not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

ARTICLE 9 – NON-APPROPRIATION CLAUSE

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose by the Authority. In the event of non-appropriation of funds by the Authority for the services provided under this Agreement, the Authority will terminate the Agreement, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by Contractor on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

ARTICLE 10 - FAILURE TO PERFORM

If Contractor fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to Contractor, not to exceed the amount of the compensation for the work in dispute, until such time as Contractor resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 11 - CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS

Contractor specifically acknowledges that, as a contractor performing services at a public commercial service airport, the Virginia Freedom of Information Act (FOIA) applies to its activities. Accordingly, or as otherwise provided by law;

(1) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(2) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Contractor under this Agreement must be delivered to and become the property of the Authority. Contractor may retain copies thereof for files and internal use.

ARTICLE 13 - MAINTENANCE OF RECORDS

Contractor will keep adequate records and supporting documentation that concern or reflect its services hereunder. The records and documentation will be retained by Contractor for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. The Authority, Federal Aviation Administration ("FAA"), the Comptroller General of the United States, the Virginia Department of Aviation, or any duly authorized agent or representative of any of them will have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and

during the five (5) year period thereafter; provided, however, such activity will be conducted only during normal business hours.

ARTICLE 14 - INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the Authority and its officials, employees, volunteers, and agents, from and against all third-party allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting and handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or to the extent arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Agreement.

ARTICLE 15 – SOVEREIGN IMMUNITY

Contractor acknowledges and agrees that the Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein will be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity under Virginia law, and the Authority expressly reserves those rights to the fullest extent allowed by law.

ARTICLE 16 – INSURANCE

During the term of this Agreement, Contractor will provide, pay for, and maintain, with companies satisfactory to the Authority, the types of insurance described herein. Promptly after execution of this Agreement by both Parties, Contractor must obtain the insurance coverages and limits as set out below. All insurance will be from responsible companies duly authorized to do business in the Commonwealth of Virginia and/or responsible risk retention group insurance companies registered with the Commonwealth of Virginia.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business within the Commonwealth of Virginia, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, the Authority in no way warrants that the required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

All policies of insurance will contain provisions that advance written notice will be given to the Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the

Aggregate Limits provision of any policy. If there is a reduction in the Aggregate Limit of any policy, Contractor will immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible.

The acceptance by the Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Contractor's insurance coverages will be primary and non-contributory to any insurance or self-insurance program carried by the Authority and applicable to work under this Agreement and will include waiver of subrogation in favor of the Authority.

No work may commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by the Authority. During the term of this Agreement, Contractor will provide, pay for, and maintain, with companies satisfactory to the Authority, the types of insurance described herein.

16.1 INSURANCE REQUIRED

Before starting and until acceptance of any work by the Authority, Contractor will procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.6, inclusive below. All liability insurance policies obtained by Contractor to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name the Authority as an additional insured as to the services of Contractor under this Agreement and will contain the severability of interests provisions.

16.2 COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance will conform to the following minimum requirements where applicable:

16.2.1 Professional Liability Insurance - Contractor will maintain liability insurance insuring its legal liability arising out of the performance of services under this Agreement. Such insurance will have limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. Contractor must continue this coverage for a period of not less than five (5) years after completion of its services to the Authority. Contractor will promptly submit a Certificate of Insurance providing for an unqualified written notice to the Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the liability insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time all services required by this Agreement are completed.

16.2.2 Commercial General Liability Insurance - Contractor will maintain commercial general liability insurance. Coverage will include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. If Contractor provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by the Authority. Limits of coverage will not be less than the following:

Each Occurrence Personal and Advertising Injury	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Specific Project Aggregate Limits	Same As Above

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage will be no later than the commencement date of any Task under this Agreement and will provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) will be unlimited.

[Add automobile insurance requirements here if project requires driving on airport property]

16.2.3 Worker's Compensation and Employers Liability Insurance will be maintained by Contractor during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the Commonwealth of Virginia. The amount of such insurance will not be less than:

Worker's Compensation	Virginia Statutory Requirements
Employer's Liability Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	Same As Above

16.2.4 Environmental Liability and/or Contractors Pollution Liability Insurance and/or Errors and Omissions Liability Applicable to the Work Performed – Contractor will maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following completion of all services under this Agreement. Such coverage will apply specifically to the services/scope of work outlined in this Agreement and will include, but not limited to, Pollution Legal Liability (legal liability arising out of fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous

materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

Per Claim or Occurrence	\$1,000,000 per 1 year period
General Aggregate per policy	\$2,000,000 per 1 year period

16.2.5 Crime Insurance/Fidelity Bond - Contractor will maintain crime insurance coverage, or at the discretion of the Authority, a Fidelity Bond, with limits equal to fifty percent (50%) of the Agreement value or \$50,000.00 whichever is greater. The bond or policy will include coverage for all directors, officers, agents, and employees of Contractor. The bond or policy will include coverage for third party fidelity and name the Authority as Loss Payee. The bond or policy will include coverage for extended theft and mysterious disappearance. The bond or policy will not contain a condition requiring an arrest and conviction. Policies will be endorsed to provide coverage for computer crime/fraud.

16.2.6 Contractor must provide evidence of the required insurance coverage using Authority's Certificate of Insurance attached as Exhibit "B", or similar form acceptable to the Authority, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Contractor's insurance representatives and must be submitted for the Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that s/he is an authorized representative thereof. In addition, copies of all insurance policies will be provided to the Authority, on a timely basis, if requested by the Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested, must be furnished to the Authority at least thirty (30) days prior to the date of expiration.

16.2.7 If Contractor does not maintain the insurance coverages required by this Agreement, the Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Contractor for such coverages purchased. The Authority will be under no obligation to purchase such insurance, nor will it be responsible for the coverages purchased or the insurance company/companies used. The decision of the Authority to purchase such insurance coverages will in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 17 - SERVICES BY CONTRACTOR'S OWN STAFF

17.1 Services performed hereunder will be performed by Contractor's own staff, unless otherwise authorized in writing by the Authority. The employment of, contract with, or use of the services of any other person or firm by Contractor, as independent contractor or otherwise, will be subject to the prior written approval of the Authority. No provision of this Agreement will, however, be construed as constituting an agreement between the Authority and any such other person or firm. Nor will anything contained herein be deemed to give any such party or any third party any claim or right of action against the Authority beyond such as may otherwise exist without regard to this Agreement.

17.2 With the Authority's prior written approval, Contractor may be authorized to subcontract for certain services, subject to the Authority's rights under Article 5 above.

ARTICLE 18 - WAIVER OF CLAIMS

Contractor's acceptance of final payment will constitute a full waiver of all claims, except for insurance company subrogation claims, by it against the Authority for services rendered under this Agreement, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by the Authority will be deemed to be a waiver of any of the Authority's rights against Contractor.

ARTICLE 19 - AIRPORT SECURITY REQUIREMENTS

Contractor acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the Airport and prohibiting violations of the adopted Airport Security Program. Contractor may need access to these secure areas to complete the work required by this Agreement.

Contractor therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and its commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority by the FAA or any other governmental agency for breaches of security rules and regulations by Contractor, its agents, employees, subcontractors, or invitees.

Contractor further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor will notify the Airport Police Department that the Contractor's access authorization or that of any of Contractor's agents, employees, subcontractors, or invitees has changed. Contractor will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of Contractor, Contractor will surrender any Airport Security Identification Badge held by Contractor or by Contractor's agents, employees, subcontractors, or invitees. If Contractor fails to surrender these items within five (5) days, Contractor will be assessed a fee of One Hundred Dollars (\$100) per

identification badge not returned. This fee will be billed to the Contractor or deducted from any money owing to Contractor, at the Authority's discretion.

ARTICLE 20 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Contractor will not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of the Authority. Contractor will have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors in connection with Contractor's performance of services under the requirements of this Agreement.

ARTICLE 21 – PROVIDER AN INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and Contractor, its employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

ARTICLE 22 - TERMINATION OR SUSPENSION

22.1 Contractor will be considered in material default of this Agreement and such default will be considered cause for the Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Contract Amendment or Task Authorization, or (b) failure to properly and timely perform the services as directed by the Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Contractor, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The Authority may so terminate this Agreement, in whole or in part, by giving Contractor seven (7) calendar days written notice.

22.2 If, after notice of termination of this Agreement, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the Authority was not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the Authority will be the same as and limited to those afforded Contractor under paragraph 24.3. below.

22.3 The Authority will have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the Authority will be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor will not be entitled to any other or further recovery against the Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

22.4 Upon termination, Contractor will deliver to the Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

22.5 The Authority will have the power to suspend all or any portions of the services to be provided by Contractor hereunder upon giving Contractor two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Contractor's sole and exclusive remedy will be an extension of time to its schedule.

ARTICLE 23 - NOTICES AND ADDRESS OF RECORD

All notices required or made under this Agreement to be given by either party to the other will be in writing and will be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Authority:

Norfolk Airport Authority
President/CEO
2200 Norview Avenue
Norfolk, VA 23518

Contractor:

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 24 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement will create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Contractor.

Services performed by Contractor under the Agreement are solely for the benefit of the Authority. This Agreement will not be construed to create any contractual relationship between Contractor and any third party. It is the intent of the Parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third Parties that give Contractor and the Authority the right to observe work being performed by those third Parties, will not give rise to any duty or responsibility on the part of Contractor in favor of such third Parties.

ARTICLE 25 – MISCELLANEOUS

25.1 Contractor, in representing the Authority, will promote the best interests of the Authority and assume towards the Authority a relationship of the highest trust, confidence, and fair dealing. Services provided under this Agreement must be performed in a workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location.

25.2 No modification, waiver, suspension or termination of the Agreement or of any terms thereof will impair the rights or liabilities of either party.

25.3 Waiver by either party or a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Agreement.

25.4 The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and will not be deemed to expand, limit or change the provisions in such Articles, Sections, Exhibits and Attachments.

25.5 This Agreement, including any Addenda and referenced Exhibits and Attachments, constitutes the entire agreement between the Parties and will supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters outlined in this Agreement, and any such prior agreements or understanding will have no force or effect whatsoever on this Agreement.

ARTICLE 26 - APPLICABLE LAW

This Agreement is governed by the laws of the Commonwealth of Virginia. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement may only be brought in the state or federal courts located in the City of Norfolk, Virginia. The prevailing party in any such suit or action will be entitled to recover from the other party their reasonable attorneys' fees and court costs, including any appeals.

ARTICLE 27 - E-VERIFY

To the extent required by § 2.2-4308.2, Va. Code, Contractor certifies that it has enrolled and is using in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Contractor further agrees (if required by law) to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement, and to use the E-Verify Program to confirm the employment eligibility of:

All persons employed by Contractor during the term of this Agreement; and

All persons, including subcontractors, assigned by the Contractor to perform work or provide services under the Agreement.

To the extent required by Virginia law, Contractor further agrees:

- it will require each subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subconsultant or subcontractor during the term of this Agreement; and
- to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subconsultants and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination. However, this will only apply if Contractor is subject to the E-Verify program § 2.2-4308.2, Va. Code but fails to comply with the applicable statutory requirements.

ARTICLE 28 – REQUIRED FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest agrees to comply with all federally required contract provisions attached to and incorporated as part of this Agreement as Exhibit "C".

28.1 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and Exhibit "C".

28.2 Information and Reports. Contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

28.3 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the required federal contract provisions outlined in Exhibit "C", the Authority will

impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement until Contractor complies; and/or
- (b) cancellation, termination, or suspension of the Agreement, in whole or in part.

28.4 DBE Policy. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Contractor agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Contractor will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

28.5 Prompt Payment Requirements. The Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with FAA financial assistance:

Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Contractor receives from the Authority. Contractor agrees further to return any retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by the Authority. This clause applies to both DBE and non-DBE subcontractors.

28.6 Incorporation of Provisions. Contractor will include the provisions of paragraphs 28.1 through 28.7 in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 29 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement will be valid or binding upon the Parties unless in writing as an Amendment to this Agreement and executed by both Parties intended to be bound by it.

ARTICLE 30 - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by attachment of an Adobe Portable Document Format ("PDF") file to e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by attachment of a PDF file to e-mail shall be deemed their original signatures for all purposes.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first written above.

AUTHORITY:

NORFOLK AIRPORT AUTHORITY

Signature

Name: _____

Title: _____

[NAME OF CONTRACTOR]:

Signature

Name: _____

Title: _____

Witness:

Name: _____

Exhibit D

FAA REQUIRED CONTRACT PROVISIONS – NON-AIP CONTRACTS (effective 5/24/2023)

1. Civil Rights – General.

A. In all its activities within the scope of the Contract, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person will, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

B. This provision obligates the Contractor from the bid/proposal solicitation period through the completion of the project or contracted services. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. Title VI Solicitation Notice.

The Norfolk Airport Authority (“Authority”), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this procurement will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

3. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)]; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

4. Compliance with Nondiscrimination Requirements.

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

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

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

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

D. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Contractor under the Contract until the Contractor complies; or (ii) cancelling, terminating, or suspending the Contract, in whole or in part.

F. **Incorporation of Provisions.** The Contractor will include the provisions of Sections 4(A)-(E) above in every subcontract, including procurements of materials or equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT E

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA
(Submit with RFP/IFB)**

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal for goods or services is accepted by NAA the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.
- B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is _____.
- C. Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
- D. Bidder/offeror currently have a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (NAA reserves the right to determine in its sole discretion whether to allow such waiver)

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXHIBIT F
EXCEPTION PAGE
(Submit with RFP/IFB)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

() Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Provider takes exception to terms, conditions, requirements, or specifications stated herein

(Provider must itemize all exceptions below, and return with their bid/response):

Firm: _____

Signature: _____

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

Bid/Proposal Results

EXHIBIT H

Vendor Data

Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information: eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____ Phone: _____
() _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____ Phone: _____
() _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____ Phone: _____
() _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____ Phone: _____
() _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Exhibit I W-9

Form **W-9**

Request for Taxpayer

Identification Number and Certification

Give form to the requester. Do not send to the IRS.

(Rev. March 2024)

Department of the Treasury

Go to www.irs.gov/FormW9 for instructions and the latest information.

Internal Revenue Service

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Form fields 1-7: 1 Name of entity/individual, 2 Business name, 3a Tax classification, 3b Foreign partners, 4 Exemptions, 5 Address, 6 City, 7 List account number(s).

Part I Taxpayer Identification Number (TIN)

Part I fields: Social security number grid, Employer identification number grid, and explanatory text for TIN and EIN.

Part II Certification

Part II text: Under penalties of perjury, I certify that... Certification instructions regarding backup withholding and FATCA reporting.