



NORFOLK AIRPORT AUTHORITY

INVITATION FOR BIDS

TITLE: On Call Electrical Services

IFB #FY26-400-01

May 28, 2025

NORFOLK AIRPORT AUTHORITY

IFB

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GENERAL INFORMATION	
INVITATION FOR BIDS TITLE	On Call Electrical Services
INVITATION FOR BIDS (IFB) NO	#FY26-400-01
ISSUE DATE	May 28, 2025 @ 2:00 PM
GENERAL DESCRIPTION	The purpose of the Invitation for Bids (IFB) it to solicit bids to establish a contract through competitive seal bids for: On Call Electrical Services for Norfolk Airport Authority
DIRECT INQUIRIES TO	Marcus Logan at solicitations@norfolkairport.com
PRE-BID MEETING DATE	NO
QUESTIONS DUE DATE	June 12, 2025 @2:00 p.m. to solicitations@norfolkairport.com
BIDS DUE DATE	June 26, 2025 @2:00 p.m. to solicitations@norfolkairport.com
TIME FOR COMPLETION	On Going/ On Call
ITEMS TO BE RETURNED (complete forms and include with your response to this solicitation)	THIS IFB CONSISTS OF THE COVER PAGES, and EXHIBIT A - Scope of Work EXHIBIT B - Bid Form EXHIBIT C - General Terms and Conditions for Goods and Services EXHIBIT C1 - Standard Contract Between Authority and Contractor Scope of Services EXHIBIT D - FAA Federal Provisions EXHIBIT E - Virginia Authorization EXHIBIT F - Exception Page EXHIBIT G - Proprietary & Confidential Info EXHIBIT H - Vendor Data Sheet EXHIBIT I - Insurance EXHIBIT J - SWaM Business Information EXHIBIT K - W-9 EXHIBIT L - SIDA Application
Name and Address of Bidder	By
	<div>Signature</div> <div>Title Date</div> <div>Telephone Number</div> <div>Email</div>

NORFOLK AIRPORT AUTHORITY
Invitation For Bids #IFB- FY25-400-09
Sections I through V

- I. Purpose of the IFB The Norfolk Airport Authority (“Authority” or “NAA”) seeks bids from interested, qualified, and experienced firms (“Respondents”) to provide On Call Electrical Services for the Authority as required for Norfolk International Airport (“Airport”). Qualified firms must demonstrate considerable experience directly related to the services to be provided.
- II. Statement of Needs, Scope of Work The Authority seeks to establish multiple contracts with qualified companies to provide On-Call Electrical Services in accordance with Exhibit A. The services shall support the Authority’s facilities by addressing routine, urgent, and emergency electrical needs on an as-needed basis. The intent is to ensure prompt and professional service availability for a variety of electrical-related tasks and repairs while maintaining operational efficiency and compliance with applicable codes and regulations.
- III. Bid Preparation and Submission Requirements In order to be considered for selection, bidders must submit a complete response to this IFB. A complete response includes submitting the signed IFB cover pages attached to the Bidder’s bid as well as any Addenda that may be issued. The “Bid form” must be complete and all applicable Exhibits. All distribution of documents, questions and answers will be posted to eVA. **IFB responses must be received by 2:00 PM EDT, June 26, 2025.** Responses shall be emailed to solicitations@norfolkairport.com. Bids shall be signed by an authorized representative of the Bidder. Failure to submit all information requested may result in: (1) the NAA requiring prompt submission of missing information or (2) the NAA rejecting the bid as being non-responsive. The Norfolk Airport Authority will not be responsible for delays in the delivery of responses. NAA’s mail exchange server has a limit of 50 MB for incoming bids. Bidders need to be aware that their internet service provider (ISP) may have a maximum server limit less than 50 MB, which could hinder responses from being delivered to the NAA. The NAA will not be responsible for responses not received due to these limitations, and no special consideration shall be given to such responses. It is the sole responsibility of the Bidder to ensure that its response reaches solicitations@norfolkairport.com by the designated date and hour.
- IV. Ownership of Data Submitted Pursuant to the IFB Ownership of all data, materials and documentation prepared for the NAA pursuant to the IFB shall belong exclusively to the NAA and will be subject to public inspection in accordance with the Virginia Freedom of Information Act. However, proprietary information or trade-secrets submitted by a Bidder shall not be subject to public disclosure. The Bidder must, with specificity, identify those portions of its bid, which are proprietary. Bidders may not designate all of a bid “proprietary” and any attempt to do so may result in rejection of the bid.

V. Award of the Contract

Per §2.2-Per 4302Va. Code, NAA will award to the lowest responsive and responsible bidder(s). Evaluation of bids will also be based upon the requirements set forth in the Invitation for Bid, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

The Norfolk Airport Authority may cancel this Invitation for Bid or reject bids at any time prior to an award and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous. Should the Norfolk Airport Authority determine in writing and in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more highly qualified than the others under consideration, a Contract may be awarded to that Bidder. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's bid. NAA intends to award a Contract to multiple Bidders, however, if NAA determines it is in its best interest to do so, NAA reserves the right at its sole discretion to award a Contract to one Bidder and/or split the order among Bidders.

The undersigned bidder proposes to furnish the following in accordance with the contract documents, including any Addenda issued, for the prices quoted below.

Company Name: _____

This bid is subject to the provisions of the Norfolk Airport Authority Procurement Manual and the Exhibit C General Terms and Conditions herein.

In compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned bidder hereby offers and agrees to furnish the services at the price(s) indicated on the Bid Form. Your signature on this bid certifies your compliance to the Norfolk Airport Authority Procurement and Capital Outlay Manual, the General Terms and Conditions, and the Special Terms and Conditions that are attached.

I certify that the firm name given above is the true and complete name of the bidder and that the bidder is legally qualified to provide the services included in the scope of the Contract.

Signature _____

Legal Representative of Firm

Printed Name

Date

EXHIBIT A

Scope of Work, Specifications, and Pictures IFB Title: On-Call Electrical Services

PURPOSE:

1. Norfolk Airport Authority (NAA) seeks to obtain a time and materials contract with multiple qualified electrical contractors to provide on-call, as-needed electrical services for facilities presently owned and operated or may later be acquired by Norfolk Airport Authority. These services will address routine maintenance, repairs, and emergency electrical work across the airport premises. The contractor(s) will be expected to respond promptly and perform services in a professional, efficient, and safe manner, ensuring minimal disruption to airport operations. Contractor(s) shall provide their own tools and equipment.
2. Contractor shall furnish on-call electrical service (including all necessary parts, labor, supervision, materials, and equipment) on an "as-needed" basis in accordance with the terms and conditions and specifications set forth herein.
3. Examples of the types of services are as follows, but are not limited to:
 - a. Troubleshoot, localize, and repair electrical issues
 - b. Install new and repair existing electrical circuits
 - c. Install and repair electrical fixtures of all types.
 - d. Replace interior and exterior lamps and ballasts.
 - e. Install and replace metal and plastic conduits and associated pull boxes
 - f. Install and replace high/low voltage conductors, communication wiring, and fiber optic lines

EMPLOYEE QUALIFICATIONS:

1. **Lead Electrician/Supervisor:**
 - a. Performs Master level Electrical work with responsibility for determining work methods to be always used in accomplishing assignments while maintaining code compliance.
 - b. Plans working details and follows sketches and plans.
 - c. Routine supervision of one or more assistants should be expected.
 - d. Shall be appropriately Master certified/licensed by the Commonwealth of Virginia Department of Professional and Occupational Regulations to perform Electrical work.
 - e. Prior experience of ten (10) years or more with the same or other electrical service companies.
2. **Electrician:**
 - a. Performs journeymen-level Electrical work with responsibility for determining work methods to be always used in accomplishing assignments while maintaining code compliance.
 - b. Plans working details and follows sketches and plans.
 - c. Shall be appropriately Journeyman certified/licensed by the Commonwealth of Virginia Department of Professional and Occupational Regulations to perform Electrical work.
 - d. Prior experience of four (4) years or more with the same or other electrical service companies.
3. **Apprentice:**
 - a. Performs electrical work under the direct supervision of the electrician.
 - b. Follow the specific instructions of the electrician.

GENERAL INSTRUCTIONS:

1. Bidder shall provide all Labor, Equipment, Parts, and Materials to perform Electrical Maintenance and Repair Services on the NAA's Terminals. Bidder shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations, and codes and are compatible with pre-existing materials, equipment, and systems of facilities involved.
2. All Contractors' personnel shall always wear ID badges (visible) while on the Authority's property. In addition to the Contractor's own safety policies, Contractor's personnel may be required to wear reflective safety vests and hard hats. Certain areas in the Authority's facilities are designated as "Restricted". If entry into these areas is required, a Norfolk Airport Authority SIDA Badge will be required. The Badging Packet will be sent after a contract has been signed.
3. The Contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor, and supervise the Contractor's employees, ensuring adherence to the work schedule and quality of work. The supervisor shall be able to speak and read English fluently.
4. Base contract term shall be for three (3) years, beginning July 7, 2025, to July 6, 2028. NAA may renew the contract for up to two (2) additional one (1) year renewal terms.
5. Any price increase(s) must be submitted in writing by the vendor and accepted by NAA in writing before the increase or the contract will be breached. The price increase is to be no more than 5 (five) percent.
6. This agreement is for indefinite delivery and indefinite quantity. Purchase Orders will be issued on an as-needed basis. The amount of material per delivery is not definite, or any quantities guaranteed.
7. NAA has the option to re-bid or cancel this contract with a thirty (30) day written notice. Termination by NAA for cause, default, or negligence on the part of the Contractor shall be excluded from the preceding statement. The thirty (30) day advance notice requirement is waived in the event of termination for cause.
8. Contractor: NAA retains the right to assign projects and choose Contractors from the pool of qualified bidders based on previous performance and demonstrated qualifications, and experience. NAA retains the right to request additional proof of qualifications from Contractor(s) for the duration of this contract as required by the nature of the project, as well as to tour selected projects and interview the owners/agents representing these projects to determine qualifications. A copy of the shop's master license will be required. All Bidders shall have an office located that has been in business for at least five (5) years. Instead of the five (5) year requirement, a firm whose principals have been in a management position in an electrical contracting firm for five (5) years may be considered. In addition, each Bidder shall be licensed and bonded.
9. Rates shall be fixed for the initial thirty-six (36) month contract period. Rates shall only be adjusted during each renewal term as indicated in the following Price Bid Sheet.
10. Man-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor(s) owned or rented equipment is not chargeable directly but is overhead, and the cost is included in the hourly rate.
11. Normal business working hours, 8:00 am – 5:00 PM, after hours 5:01pm – 7:59 am.

12. The hourly rate shall include direct labor, general and administrative overhead, taxes, insurance, profit, and the cost of equipment that is normal and necessary (trucks, tools, etc.). NAA shall accept no bid with a minimum charge stipulation.
13. Response Time Required is dependent upon the job. For routine services, response time should be two (2) to three (3) days maximum; emergency repair response time shall be no later than three (3) hours.
14. Subcontracting: Subcontracting is permitted, provided that the subcontractor is approved in writing by the contracting party before engagement and complies with all terms and conditions of this agreement.
15. Only the following persons are authorized to request call-outs against this contract:
 - a. Gene Bonney – Senior Manager of Facilities
 - b. Edwin Rivera – Manager, Building Maintenance
16. Clean-up: Contractor(s) shall, at all times, keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the project manager. Staged materials shall be organized and placed so that they do not interfere with access to NAA functions.
17. Estimates: Before the commencement of any non-emergency work, the Building Maintenance Manager or Senior Manager of Facilities will request the Contractor to prepare a written “Not to Exceed Estimate” containing the following:
 - a. Brief description of the work to be performed
 - b. Number of labor hours and types of labor
 - c. Material cost estimate
 - d. Total cost estimate
 - e. Number of calendar days required to complete the work after NAA authorization
18. Invoicing: The Contractor shall provide an invoice for payment upon the completion of each service call. Each invoice shall include the following:
 - a. Actual productive hours worked for each worker and type of worker (Lead Electrician, Electrician or Apprentice).
 - b. Description of work performed.
 - c. Complete list of material/parts used along with actual costs to the Contractor.
 - d. Payment Terms: The terms of payment shall be Net 30 days from the Authority’s receipt of the goods/services or from the Authority’s receipt of the Vendor’s invoice, whichever is the latest. Discounts provided to the Authority by the Vendor for earlier payment are applicable if provided.

BID EVALUATION PROCEDURES:

The lowest responsible bid(s) will be determined by multiplying the estimated usage of each category of the Pricing Schedule times the bid labor rates to arrive at a grand total. **THE BIDDER IS NOT TO FILL IN THESE BLANKS. This is intended solely as an example to show the procedure used to evaluate bids. Please note, the estimated usage shown is specific to the example and not the Bid calculation.**

Note: Acquisition of large quantities of building materials may be purchased by NAA (if prior arrangements have been made).

NAA reserves the right to negotiate material costs based on the availability of surplus items or materials designated for repairs or services.

Price Bid Sheet: BIDDER TO COMPLETE

***Rates shall be fixed for the initial thirty-six (36) month contract period**

❖ *Year 1: July 14, 2025 – July 14, 2026

❖ *Year 2: July 14, 2026 – July 14, 2027

Category	Estimated Usage	x	Labor Hour Rate	=	Total
Lead Electrician (Normal Hours)	20	x		=	
Lead Electrician (After Hours)	20	x		=	
Electrician (Normal Hours)	20	x		=	
Electrician (After Hours)	20	x		=	
Apprentice (Normal Hours)	20	x		=	
Apprentice (After Hours)	20	x		=	
Bucket Truck	20	x		=	

❖ * Year 3 July 14, 2027 – Jul 14, 2028

❖ Optional Renewal Year 4: July 14, 2028 – July 14, 2029

❖ Optional Renewal Year 5: July 14, 2029 – July 14, 2030

Category	Rate Per Hour July 7, 2025 - July 14 ,2028	Option Year 4	Option Year 5
Lead Electrician (Normal Hours)			
Lead Electrician (After Hours)			
Electrician (Normal Hours)			
Electrician (After Hours)			
Apprentice (Normal Hours)			
Apprentice (After Hours)			
Bucket Truck			

EXHIBIT B
BID FORM
IFB Title: On-Call Electrical 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 INVITATION FOR BID dated May 28, 2025, for On-Call Electrical Services, which is incorporated herein by this reference. Respondent's Bid attached hereto describes in full the specific Services which Respondent wishes to provide to 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 Bid:

D. Principal business address of Respondent:

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

F. This Bid shall be irrevocable for a period up to ninety (180) days after the Due Date, before Contract Award.

G. The Respondent hereby makes each and every representation and agreement required by the INVITATION FOR BID.

- H.** Respondent agrees that none of the information provided to the Authority with the Bid 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 Bid 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 Bid, 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 Bid.
- L.** Any notices to be provided by the Authority to the Respondent pursuant to this Bid or the INVITATION FOR BID shall 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
APPLICABLE TO PROCUREMENT OF EQUIPMENT, PRODUCTS AND/OR SERVICES

1. Qualifications of Contractors: The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to provide the equipment, products or services, and the Contractor agrees to furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to reject any bid if the evidence submitted by, or investigations of, such Contractor fail to satisfy the Authority that such Contractor is properly qualified to carry out the obligations of the contract and to provide the equipment, products or services contemplated herein.

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. Liability of Authority: No Contractor will have any cause of action against the Authority arising out of a failure by the Authority to consider a bid, or the methods by which the Authority evaluated proposals received. The selection of the prospective Contractor will be at the sole discretion of the Authority.

4. Costs: The Authority assumes no obligation for any costs associated with preparation or submission of a bid.

5. Unauthorized Contact: Communication with any Authority Commissioner in connection with any procurement is prohibited and will be cause for disqualification of the Contractor.

6. Applicable Laws and Courts: This solicitation and any resulting contract will be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto will be brought in the state or federal courts located in the City of Norfolk. The Selected Contractor will comply with all applicable federal, state, and local laws, rules, and regulations.

7. Ethics in Public Contracting: By submitting a bid, Contractor certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Contractor, Contractor, manufacturer or subcontractor in connection with their bid, and that Contractor 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.

8. Conflict of Interest: The Contractor represents to the Authority that entering into any contract with the Authority will not constitute a violation of the Virginia Conflict of Interest Act.

9. Subcontracts: No portion of the work will be subcontracted without prior written consent of the Authority. If the Contractor desires to subcontract some part of the work specified herein, the Contractor will furnish the Authority the names, qualifications and experience of the proposed subcontractors. The Selected Contractor will remain fully liable and responsible for the work to

be done by its subcontractor(s) and will ensure compliance with all requirements of the Contract.

10. Taxpayer Identification Number: The Selected Contractor will 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.

11. Insurance Required of the Contractor: Prior to the start of any work under the Contract, the Contractor agrees to provide the Authority Certificates of Insurance with coverages outlined in the Contract or as modified by the Authority and will maintain such insurance throughout the term of this Contract.

12. Payments to the Contractor: The following procedures are established in conformance with the Virginia Public Procurement Act (VPPA), §§ 2.2-4300 through 2.2-4377, Va. Code, as amended, and, to the extent applicable, § 2.2-4347 et seq., which is referred to as the Prompt Payment Act.

- (a) The Contractor will submit its invoice with the documentation required by the Authority. The invoice will 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.
- (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 will be considered the invoice receipt date, the Authority will pay to the Contractor the amount approved. The date on which payment is due will be referred to as the Payment Date.

13. Payments by the Contractor to Subcontractors:

- (a) The Contractor is required to pay interest to any of its sub-Contractors or 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 will accrue at the rate of one percent per month.
- (b) The Contractor will include in each of its subcontracts a provision requiring each Contractor or other subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Contractor or subcontractor.
- (c) Any obligation of the Contractor to pay an interest charge to a Contractor or subcontractor pursuant to the payment clause in this section will not be construed to be an obligation of the Authority. A contract modification will not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim will not include any amount for reimbursement for the interest charge.

14. Audit: The Contractor, by signing any Contract with the Authority, will 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 will have full access to and the right to examine any of the materials during said period.

15. 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 will be responsible for any resulting additional procurement and administrative costs. This remedy will be in addition to any other remedies which the Authority may have.

16. Termination of Contract:

- (a) *General:* The Authority may terminate the Contract for convenience, with or without cause, 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 will 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 will 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 will be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor will be entitled to any fees earned for work not terminated but will not be entitled to lost profits for the portions of the Contract which were terminated.

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

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 acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

20. Waiver: Failure by either party to act or assert any right under this Contract will not be 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.

21. 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.

22. Anti-Discrimination:

- (a) By submitting its bid, Contractor certifies to the Authority that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Code of Virginia § 2.2-4311.
- (b) During the performance of the Contract, the Contractor agrees as follows:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees will state that Contractor is an equal opportunity employer.
 - (3) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the requirements of this section.
- (c) The Contractor will include the provisions of the foregoing paragraphs (1), (2) and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- (d) Norfolk Airport Authority does not discriminate in the solicitation or awarding of contracts based on race, religion, faith-based organizations, color, national origin, age, disability, or any other basis prohibited by state or federal law.

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. 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

will 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 Code of Virginia, 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 Code of Virginia, 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 Code of Virginia, or as otherwise required by law, Contractor will provide Authority a statement describing why Contractor is not required to be so authorized.
- (c) Any business entity described in subsection (a) will 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract.

25. 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 outstanding invoices.

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.

**EXHIBIT C1
NORFOLK AIRPORT AUTHORITY
STANDARD SERVICE PROVIDER AGREEMENT**

Contract # 00000-FY25-01

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered this [date] day of [month], 2025 between NORFOLK AIRPORT AUTHORITY, a political subdivision of the Commonwealth of Virginia ("Authority" or "Airport"), located at 2200 Norview Avenue, Norfolk, Virginia 23518, and [vendor name], a [insert type of business], authorized to transact and conduct business in the Commonwealth of Virginia and having a business address of [address] ("Vendor") (the Authority and Vendor 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 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 Vendor to provide those services; and

WHEREAS, Vendor has submitted a bid 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 Vendor 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 Vendor 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". Vendor agrees that all services provided by Vendor 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 Vendor becomes aware of any conflicts in these

requirements, Vendor 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 Vendor completes, and the Authority accepts, any work assigned by a Contract Amendment issued before the Expiration Date, whichever occurs last. If a Contract Amendment is issued that will require work to continue beyond the Expiration Date, it may not 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 Vendor 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 in the manner described in Article 23.

ARTICLE 4- VENDOR'S RESPONSIBILITIES

Vendor 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 Vendor 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, Vendor 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 Vendor 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 Vendor (or any subvendor or any personnel of any such subvendor engaged by Vendor 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 VENDOR

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 Vendor's services under this Agreement.
- 6.2 Notify Vendor of any deficiencies in services rendered by Vendor.

ARTICLE 7- NOTICE TO PROCEED, CONTRACT AMENDMENTS, AND TIME FOR COMPLETION OF SERVICES

- 7.1 Vendor 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 or similar document, to be signed by both Parties. Each Contract Amendment 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 Vendor does not complete the required services in a timely manner. Vendor 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 Vendor is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Vendor, 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 Vendor 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 Vendor may have had to request a time extension.
- 7.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Vendor's services from any cause whatsoever, including those for which the Authority may be responsible in whole or in part, will relieve Vendor of its duty to perform services or give rise to any right to damages or additional compensation from the Authority. Vendor'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 Vendor, 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, Vendor'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 Vendor after expiration of said twenty-four (24) month period.

- 7.5 If Vendor 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 Vendor until such time as Vendor resumes performance of its obligations in such a manner so as to establish to the Authority's satisfaction that Vendor's performance is or will shortly be back on schedule.

ARTICLE 8- COMPENSATION AND METHOD OF PAYMENT

- 8.1 The Authority will pay Vendor for all authorized services provided by Vendor under this Agreement as prescribed in Exhibit "A", which is attached hereto and incorporated by reference.
- 8.2 All Tasks outlined in the Agreement are contingent upon the execution of a Contract Amendment. 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 is the expenditure of funds authorized and committed. Vendor 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 is executed by both Parties. Tasks may be authorized in whole or in part.
- 8.3 The Authority will issue payment to Vendor 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 Vendor invoice, the Authority will notify Vendor 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 Vendor 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 Vendor 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 Vendor's services or work on all or part of the services required by this Agreement, the Authority agrees to compensate Vendor 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), Vendor 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 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 Vendor 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 Vendor 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 Vendor, not to exceed the amount of the compensation for the work in dispute, until such time as Vendor resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 11- VENDOR'S PUBLIC RECORDS OBLIGATIONS

Vendor specifically acknowledges that, as a Vendor 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, Vendor will;

- 11.1 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
- 11.2 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Vendor 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 Vendor under this Agreement must be delivered to and become the property of the Authority. Vendor may retain copies thereof for files and internal use.

ARTICLE 13- MAINTENANCE OF RECORDS

Vendor will keep adequate records and supporting documentation that concern or reflect its services hereunder. The records and documentation will be retained by Vendor 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, Vendor, 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 Vendor or any subvendor 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

Vendor 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, Vendor 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, Vendor must obtain the insurance coverages and limits as set out in Exhibit "B". 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.

ARTICLE 17- SERVICES BY VENDOR'S OWN STAFF

17.1 Services performed hereunder will be performed by Vendor'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 Vendor, as independent Vendor 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, Vendor may be authorized to subcontract for certain services, subject to the Authority's rights under Article 5 above.

ARTICLE 18- WAIVER OF CLAIMS

Vendor'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 Vendor as unsettled at the time of the final payment. Neither the acceptance of Vendor's services nor payment by the Authority will be deemed to be a waiver of any of the Authority's rights against Vendor.

ARTICLE 19- AIRPORT SECURITY REQUIREMENTS

Vendor 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. Vendor may need access to these secure areas to complete the work required by this Agreement.

Vendor 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 Vendor, its agents, employees, subvendor, or invitees.

Vendor 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, subvendor, or invitee of the Vendor, Vendor will notify the Airport Police Department that the Vendor's access authorization or that of any of Vendor's agents, employees, subvendor, or invitees has changed. Vendor 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, subvendor, or invitee of Vendor, Vendor will surrender any Airport Security Identification Badge held by Vendor or by Vendor's agents, employees, subvendor, or invitees. If Vendor fails to surrender these items within five (5) days, Vendor may be assessed a fee per identification badge not returned. This fee will be billed to the Vendor or deducted from any money owing to Vendor, at the Authority's discretion.

ARTICLE 20- ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Vendor will not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of the Authority. Vendor will have the right, subject to the Authority's prior

written approval, to employ other persons and/or firms to serve as subvendor in connection with Vendor's performance of services under the requirements of this Agreement.

ARTICLE 21- VENDOR AN INDEPENDENT CONTRACTOR

Vendor 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 Vendor, its employees, agents, subvendor or assigns, during or after the performance of this Agreement.

ARTICLE 22- TERMINATION OR SUSPENSION

- 22.1 Vendor 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 or under any Contract Amendment, 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 Vendor, 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 Vendor seven (7) calendar days written notice.
- 22.2 If, after notice of termination of this Agreement, it is determined for any reason that Vendor was not in default, or that its default was excusable, or that the Authority was not entitled to the remedies against Vendor provided herein, then Vendor's remedies against the Authority will be the same as and limited to those afforded Vendor under paragraph 22.3. below.
- 22.3 The Authority will have the right to terminate this Agreement, in whole or in part, for convenience and without cause upon thirty (30) calendar days written notice to Vendor. In the event of such termination for convenience, Vendor'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 Vendor that are directly attributable to the termination, but Vendor 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, Vendor 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 Vendor hereunder upon giving Vendor 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, Vendor'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, by United States Postal Service, or sent via email. to procurement@norfolkairport.com.

NORFOLK AIRPORT AUTHORITY

Representative(s):

Bruce Tingle

[name of dept POC]

Email Address:

Procurement@norfolkairport.com

Physical Address:

Norfolk Airport Authority

2200 Norview Avenue

Norfolk, VA 23518

[VENDOR NAME]

Representative(s):

[name]

Email Address:

[email address]

Physical Address:

[physical address]

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 Vendor.

Services performed by Vendor under the Agreement are solely for the benefit of the Authority. This Agreement will not be construed to create any contractual relationship between Vendor 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 Vendor 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 Vendor in favor of such third Parties.

ARTICLE 25- MISCELLANEOUS

- 25.1 Vendor, 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, Vendor 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. Vendor 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 Vendor during the term of this Agreement; and

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

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

- it will require each subvendor 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 subvendor 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 subvendors 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 Vendor 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, Vendor, 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".

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, WITH SIGNATURES
REQUIRED FOR EXECUTION OF THE AGREEMENT ON THE FOLLOWING PAGE**

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

NORFOLK AIRPORT AUTHORITY

By: _____

Printed Name: _____

Title: _____

Date: _____

[VENDOR NAME]

By: _____

Printed Name: _____

Title: _____

Date: _____

WITNESS:

Printed 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 Vendor 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 Vendor from the bid/bid 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 Vendor, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. 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);
- B. 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);
- C. 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);
- D. 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);
- E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

Note: These Required Contract Provisions are subject to revision by the FAA

- F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. 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 vendors, whether such programs or activities are Federally funded or not);
- H. 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;
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. 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);
- K. 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
- L. 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 Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Vendor”), agrees as follows:

- A. **Compliance with Regulations.** The Vendor (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 Vendor, 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 subvendors, including procurements of materials and Contracts of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

Note: These Required Contract Provisions are subject to revision by the FAA

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 Vendor for work to be performed under a subcontract, including procurements of materials, or Contracts of equipment, each potential subvendor or supplier will be notified by the Vendor of the vendor'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 Vendor 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 vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor 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 Vendor'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 Vendor under the Contract until the Vendor complies; or (ii) cancelling, terminating, or suspending the Contract, in whole or in part.
- F. ***Incorporation of Provisions.*** The Vendor 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 Vendor 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 Vendor becomes involved in, or is threatened with litigation by a subvendor, or supplier because of such direction, the Vendor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

5. 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. Vendor 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, Vendor 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.

Note: These Required Contract Provisions are subject to revision by the FAA

6. 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:

Vendor agrees to pay each subvendor under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Vendor receives from the Authority. Vendor agrees further to return any retainage payments to each subvendor within thirty (30) days after the subvendor'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 subvendors.

Note: These Required Contract Provisions are subject to revision by the FAA

EXHIBIT "E"
PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA
(Submit with RFP)

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 bid a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal/bid for goods or services is accepted by the Norfolk Airport Authority ("Authority") 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:

- ☐ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC.

Vendor's Identification Number issued to it by the SCC: _____

- ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC.

Vendor's Identification Number issued to it by the SCC: _____

- ☐ 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. (Attach additional sheets to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.)

- ☐ Bidder/offeror currently has 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 (the Authority reserves the right to determine in its sole discretion whether to allow such waiver).

Bidding Company

Printed Name & Title

Signature

EXHIBIT "F"
EXCEPTION PAGE
(Submit with RFP)

Exceptions:

Offeror must sign the appropriate statement below, as applicable:

- ☐ Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.

OR

- ☐ Offeror takes exception to terms, conditions, requirements, or specifications stated herein.

Itemized list of all exceptions:

Offeror 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.

Bidding Company

Printed Name & Title

Signature

[illegible]

EXHIBIT "H"
VENDOR DATA SHEET
(Submit with RFP)

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 Number

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

- 4- Provide the eVA Vendor ID or DUNS Number: _____

- 5- Indicate below a listing of at least two (2) 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.

Company		
Contact Name	()	Phone Number
Project Title		
Dates of Service		\$ Value

Company		
Contact Name	()	Phone Number
Project Title		
Dates of Service		\$ Value

I certify the accuracy of this information:

Signature	
Name and Title	Date

EXHIBIT "I"
INSURANCE REQUIREMENTS
CONSTRUCTION AND MAINTENANCE OFF THE AIRFIELD

1. Insurer Requirements

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 Vendor from potential insurer insolvency. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency.

2. Policy Conditions

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, Vendor will immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Vendor agrees to obtain replacement coverage as soon as possible.

All liability insurance policies obtained by Vendor 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 Vendor under this Agreement and will contain the severability of interests provisions.

All of Vendor'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 a waiver of subrogation in favor of the Authority.

All insurance coverages will remain in force for at least one (1) year after the Authority has accepted the work or has made the final payment, whichever is later, and Certificates of Insurance will continue to be sent to the Authority to confirm the coverages are in place and are valid.

3. Authority Acceptance

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.

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.

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, Vendor will provide, pay for, and maintain, with companies satisfactory to the Authority, the types of insurance described herein.

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.

4. Noncompliance

If Vendor 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 Vendor 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.

5. Required Coverages

Commercial General Liability (CGL) Insurance and Workers' Compensation to protect the Vendor, Subvendors and the Authority from third-party, employee and volunteer liability claims for bodily injury, personal injury, property damage, products liability, completed operations, occupational sickness or disease including death and disability benefits of the Virginia Workers' Compensation Act arising out of the Vendor's or Subvendors completed work or work in progress for at least those limits illustrated below.

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:

Commercial General Liability

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expense Limit (Any One Person)	\$10,000
Retention or Deductible	None
Hold Harmless Agreement	Existence Stated in CGL Contract

Workers' Compensation and Employers Liability

Workers' Compensation	Statutory Benefits
Employers Liability	\$500/\$500/\$500,000 or Amount Necessary for Excess Liability Underwriters
Retention or Deductible	None

EXHIBIT “J”
SWAM BUSINESS INFORMATION
SBSD BUSINESS SUBCONTRACTING PLAN
(Submit with RFP)

All businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSD) to participate in the SWAM program. Certification applications, including instructions, certification definitions, and required documents, are available through SBSD online portal at <https://www.sbsd.virginia.gov/certification/>.

Instructions:

- A. If you are **certified** by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business, **complete only Section A** of this form. This shall include SBSD-certified Historically Black Colleges and Universities, 8a, Economically Disadvantaged Woman-owned Small businesses, Service-Disabled Veteran-owned, Federal Service-Disabled Veteran-owned, and Minority-owned businesses when they have received SBSD business certification.
- B. If you are **not certified** by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and **plan to subcontract** part of this contract with a SBSD certified business, complete only **Section B** of this form.
- C. If you are **not certified** by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and **cannot identify any subcontracting** opportunities to subcontract part of this contract with a SBSD-certified business, only provide the information requested in **Section C** of this form.

Section A

If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) check all that apply below:

- ☐ Minority Owned Business (MB)
- ☐ Woman Owned Business (WB)
- ☐ Micro Business
- ☐ Service-Disabled Veteran Owned Business (SDV)
- ☐ Small Business (SB)
- ☐ Employment Service Organization (ESO)
- ☐ 8A
- ☐ Economically Disadvantaged Woman Owned Business (EDWOSB)
- ☐ Federal Service-Disabled Veteran Owned Business (FSDV)
- ☐ Disadvantage Business Enterprises (DBE)
- ☐ Airport Disadvantaged Business Enterprise (ACDBE)

Section B

Populate the table below to show your firm's plans for utilization of SBSD-certified businesses in the performance of this contract. This shall include SBSD-certified businesses that meet the Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business definition and have received the SBSD business certification. Include plans to utilize SBSD-certified businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Proposed SWaM Plan
Plans for Utilization of SBSD-Certified Businesses for this Procurement

Small Business Name & Address SBSD Certificate #	Applicable SBSD certifications: (See Section A for a list of SBSD- certifications)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement (estimated % of spend per SubContractor)	Planned Annual Contract Dollar Expenditure Amount
			Totals:		

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement. Please include with your answers on a separate page.

Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to SBSD-certified businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate SBSD-certified businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List SWaM business outreach meetings, conferences, or workshops conducted by your firm to locate SBSD-certified businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to SWaM businesses from the lists provided by SBSD and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with SBSD-certified businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to be interested SBSD-certified businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with SBSD-certified businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the business name and dates of contact.

Signature

Printed Name & Title

Certification Number (if applicable)

Exhibit K

W-9

Form

W-9**Request for Taxpayer
Identification Number and Certification**

(Rev. March 2024)

Department of the Treasury

Go to www.irs.gov/FormW9 for instructions and the latest information.**Give form to the
requester. Do not
send to the IRS.**

Internal Revenue Service

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
				-				

Employer identification number								
				-				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.



SIDA Badge Application Instructions and Check List

Below are the procedures and information needed to obtain a Security Identification Display Area (SIDA) badge from the Norfolk Airport Authority. Attached are the corresponding forms for this process.

- ☐ **FILL OUT AN APPLICATION.** Attached to this form is a complete 3-page application that must be filled out in its entirety by each individual employee requesting a SIDA badge. **This application must be typed or it will not be accepted.**
 - ☐ Proper identification must be submitted with your application. A list of acceptable documents is included in this package.
 - ☐ If you were born outside of the United States, additional information is required. In addition to the documentation provided on the "List of Acceptable Documents for Obtaining a SIDA badge" sheet, you must provide a Permanent Resident card, U.S. Passport, or Naturalization Papers as proof of your citizenship.
- ☐ **OBTAIN NOTIFICATION LETTERS.** Your company is required to provide the Norfolk Airport Authority with three notifications:
 - ☐ **Verification of Hiring-** Your company must obtain and submit a letter from the company that hired you, expressing their intent to use your company for the service you will provided. This letter shall briefly describe the location and type of work your company is expected to perform within the airport and must be on the hiring company's letterhead. (See attached page for example).
 - ☐ **Designated Signatory of Authority-** Your company must provide a letter on company letterhead designating at least one person of seniority as a Signatory Authority. This person(s) will be deemed the point of contact for your company and will be required to fill out Section 3 of the application for each individual who will be requesting a SIDA badge. (See attached page for example).
 - Each person(s) designated as an Authorized Signatory must fill out the Designated Signatory Authority Authorization and Information Sheet. This instructional form provides the required training to be the Designated Signatory.
 - Your company is required to immediately provide an up-to-date Designated Signatory of Authority letter to Ms. Shelia Ward, Vice President & Chief Operations Officer for the Norfolk Airport Authority, should there be any changes required.
 - The process of designating a Signatory Authority is much the same as applying for a SIDA badge. The applicant must also undergo SIDA training. For this reason, many companies choose to either obtain a SIDA badge for the Signatory Authority or they choose to designate a senior badged employee of their company as the Designated Signatory Authority.
 - ☐ **Authorized Personnel-** Your company must provide a letter on company letterhead listing each person your company is requesting to receive a badge. Please also include next to the employee's name, if escort authorization is needed. Please keep in mind that there must be an operational need for escort privileges, and only 25% of your badged employees can have escort authorization. (Please see page for an example)
 - **There is a \$80.00 fee for each employee requesting a SIDA badge.**
 - If your employer provides an approved Criminal History Record Check, the fee is only **\$60.00** for each employee requesting a SIDA badge.

PAYMENT- The payment and the Authorized Personnel letter, in addition to the Organization Billing Information Form, must be submitted to the Norfolk Airport SIDA Office. Payment can also be submitted via the Online payment portal when available.



SIDA Badge Application Instructions and Check List, cont'd

- ❑ **TURN IN YOUR PAPERWORK.** Once all of the above steps have been completed, you must submit your paperwork, along with proper identification, in order to be fingerprinted and for approval to receive training. See the FILL OUT AN APPLICATION section on page 1 for details on proper identification.
- ❑ **Depending on what stage of the process you are in, you will turn in your paperwork to one of the following:**
 - **If you are the Designated Signatory making the initial request for access for your company**, you must complete the package, to include all letters, signatory form, and SIDA application for the signatory, in addition to having the appropriate certificate of insurance. Once this has been completed the designated signatory (no employees) must make an appointment to meet with the Norfolk Airport Authority Vice President & Chief Operations Officer, Ms. Shelia Ward. Copy and paste the following link into your Internet Browser to schedule the appointment. **<https://tinyurl.com/ORFSignatoryConsult>**
 - Please call 857-3351 or email sward@norfolkairport.com if you have problems scheduling the appointment. The Chief Operations Officer will determine what access level your company needs to have in order to complete your work assignment. Once you have been assigned an access level from the Chief Operations Officer, you will submit all of your signed paperwork to the Norfolk Airport Police Department.
 - **If your company has already been assigned an access level from the Chief Operations Officer and you are an employee listed on the Authorized Personnel and** just need to be issued a badge, you simply submit your paperwork to the Norfolk Airport SIDA Office.

The Norfolk Airport Authority is required to submit a fingerprint-based Criminal History Check on all personnel seeking a SIDA badge. Fingerprints will be taken in the Norfolk Airport Police Department Administration Office between the hours of 8:30am and 2:30pm, Monday through Friday, excluding holidays. It is recommended that you call 757-857-3448 to check the availability before coming for fingerprinting.

- ❑ Applicants that have been notified that they have successfully completed the background check and are qualified for a SIDA badge **must obtain their badge within 30 days** from the date of notification.
- ❑ All persons receiving a non-restricted SIDA badge will be required to attend driver training. This entails reviewing literature provided by the Norfolk Airport Authority as well as viewing a driver training video. Once you have finished viewing the material, you will be tested. SIDA badge holders with either "Movement Area" or "Non-Movement Area" driver access will be required to complete annual recurrent driver training as directed by the Norfolk Airport Authority.
- ❑ Vehicle Insurance Requirement- Unescorted vehicles operated in the Air Operations Area must have a minimum of \$1,000,000 automobile coverage and \$10,000,000 excess third party liability coverage.
- ❑ Invalid Airport ID (SIDA)- Persons not issued a valid Airport ID (SIDA) media, who have a legitimate authorized need to enter the restricted areas, may only do so while under positive escort by a person who has a valid Airport SIDA badge with "ESCORT" privileges. A maximum of 5 persons can be assigned to each escort. Positive Escort requires the person being escorted to stay within sight and sound of the approved escort at all times. Should the escorted individuals engage in any unauthorized activity, the escorted person shall be removed from the secured area immediately. If at any time an escort is in danger, or if a security violation is observed, Airport Police is to be notified by phone at 757-857-3344 or radio immediately.

ONCE YOUR WORK HAS BEEN COMPLETED AND YOU NO LONGER NEED ACCESS, YOU MUST RETURN YOUR BADGE TO THE NORFOLK AIRPORT POLICE DEPARTMENT OR THE SIDA OFFICE.

If you have questions, please contact the SIDA office at 757-857-3448 or Vice President & Chief Operations Officer, Ms. Shelia Ward, by phone at 757-857-3351 or by email at sward@norfolkairport.com.



SIDA Badge Request

The following form is required to be submitted by an authorized signatory via email prior to all SIDA badge requests. Please fill out the form in its entirety to be processed by the Norfolk Airport Authority. Unless an organization has prior approval by the Authority to be invoiced, all fees are to be paid with a credit card in the badging office at the time of service. All payments are final.

Once completed, email the form to **both** SIDA@norfolkairport.com and AR@norfolkairport.com

Name of Organization: _____

EIN (Tax ID Number): _____

Signatory Name: _____

Contact Phone: _____

Signatory Email: _____

Select type of badge requested using the drop-down menu:

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

I acknowledge I am the signatory for the applicant(s) listed above, and/or am authorized to request the services above.

Signature: _____

Date: _____

Accounting questions should be directed to AR@norfolkairport.com
Badging questions should be directed to SIDA@norfolkairport.com

Designated Signatory Authorization And Information Sheet

Name of Business: _____

Business Address: _____

Business Phone: _____ Business Fax: _____

Business Description/Type: _____

E-Mail Address: _____

Roles and Responsibilities: (Please initial next to each statement)

- _____ 1. Signatory Authorities will be the designated points of contact between the Norfolk Airport and their respective employer for issues pertaining to SIDA regulations and badging issuances.

- _____ 2. Persons with Signatory Authority designations are required to complete the SIDA training provided by the Airport and to undergo a Security Threat Assessment and Criminal History Records Check prior to obtaining such designation.

- _____ 3. Signatory Authorities must certify that all applicants' normal job responsibilities require the level of SIDA access that is being requested.

- _____ 4. As a Signatory Authority, you may request access authorization and certify the need of others for access. You shall also provide signatures on an original form required by the Airport Police. In the issuance of an identification badge, the Airport relies heavily on the representations and certifications made by the applicants and their supervisors and managers. However, the Airport retains the ultimate authority, right and responsibility to determine an applicant's legitimate need for an identification badge.

- _____ 5. The responsibility for an individual issued an identification badge rests exclusively with the employer whose representative's signature appears on the identification card application form.

- _____ 6. The Airport application for unescorted access authority must be completed by the applicant prior to fingerprinting. The application contains a list of disqualifying offenses with a statement signed by the applicant stating that he/she does not have any disqualifying offenses. The applicant also must sign a statement that imposes a continuing obligation to disclose to the airport operator within 24 hours if he/she is arrested for any disqualifying offense while he/she has unescorted access authority. The employer is also obligated to notify the airport of such arrest or conviction of its employees who possess unescorted access authority.

- _____ 7. Prior to fingerprinting, the Airport must verify the identity of the applicant through two forms of identification. Valid forms of identification can be referenced from the I-9 List of Acceptable Documents. To view this list, visit www.uscis.gov/files/form/i-9.pdf and scroll down to the last page titled "List of Acceptable Documents". At least one of the two forms of ID must have been issued by a government authority and at least one form must have a photo. If the applicant possesses 1 form of identification specifically listed under column A of the I-9 list, then that one ID will suffice (examples include passport,

Permanent Residency Card, etc.).

- _____ 8. The Airport requires that each unescorted person with Airport-authorized unescorted access to SIDA's to display at all times in those areas Airport-issued (or approved) photo identification on their outermost garment above the waist level.
- _____ 9. All persons with unescorted access to the Airport SIDA's are charged with the continuing duty of challenging any person detected in the SIDA who is not displaying an Airport issued (or approved) identification.
- _____ 10. The Airport requires all air carriers, tenants, vendors and contractors to provide immediate notification to the airport when any of the following occurs:
- An individual's access authority has been revoked or limited
 - An individual's access medium (i.e. ID/access badge) has been lost or stolen
 - A current identification media holder no longer meets the requirements of employment eligibility as identified in the "Form I-9, Employment Eligibility Verification". (for example, if a visa authorizing employment has expired)
 - The air carrier, tenant, vendor or contractor becomes aware that the access control system or a component of the system has been compromised or threatened through any means.
 - Any authorized user who observes any failure of an access control mechanism to function as designed and intended.
- _____ 11. Upon the termination or loss of the SIDA badge, it is the employer's responsibility to notify the Norfolk Airport Police Department (757-857-3344) immediately, but not more than 8 hours, after the termination or loss. SIDA badges that are recovered must be returned to the Norfolk Airport Police SIDA office as soon as possible.
- _____ 12. If an applicant is disqualified from the badging process, that person cannot be escorted into any SIDA area by anyone, regardless of the authority of the escorting personnel.
- _____ 13. Applicants must obtain their SIDA badge within 30 business days of notification by the Norfolk Airport Authority that they have successfully completed the background check and they are qualified to receive a SIDA badge.
- _____ 14. If you have questions, please contact the Norfolk Airport Security Coordinator, Ms. Shelia Ward at (757) 857-3351 or by email at sward@norfolkairport.com.

By signing below, I acknowledge that I have read, understand and agree to the roles and responsibilities of being the Authorized Signatory for the above named company.

Name (Print): _____

Signature: _____ Date: _____

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A		LIST B	LIST C
Documents that Establish Both Identity and Employment Authorization	OR	Documents that Establish Identity	Documents that Establish Employment Authorization
			AND
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph	3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card	4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record	5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card	6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card	7. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document	
		9. Driver's license issued by a Canadian government authority	
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		For persons under age 18 who are unable to present a document listed above:	
		10. School record or report card	
		11. Clinic, doctor, or hospital record	
	12. Day-care or nursery school record		

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

**NORFOLK AIRPORT AUTHORITY
CONSTRUCTION AND MAINTENANCE ON THE AIRFIELD**

CONTRACTOR'S INSURANCE REQUIREMENTS

- A. The CONTRACTOR shall purchase and maintain with an insurance company licensed and admitted to conduct business within the Commonwealth of Virginia with an A.M. Best Rating of at least "A" and a financial rating of at least "X" using the currently approved Commercial General Liability (CGL) insurance contract on an Occurrence Form; Workers' Compensation and Employers Liability; Business Automobile and Non-Owned and Hired Auto coverage; Pollution Liability if specified; in addition to an Employee Dishonesty Bond if specified that will provide protection from third-party negligence claims and employee dishonesty and the dishonesty of others for the CONTRACTOR's business operations as set forth below which may arise out of or be a result of the CONTRACTOR'S performance of the Work assumed by the CONTRACTOR, all Subcontractors or by any individual or company directly or indirectly employed, leased, rented, hired or used by the CONTRACTOR or Subcontractors or by any individual or company for whose acts the CONTRACTOR or Subcontractors may be liable.
- B. Commercial General Liability (CGL) Insurance, Business Automobile Insurance (BAP), Pollution Liability Insurance if specified, Workers' Compensation and Employers Liability Insurance (WC) to protect the CONTRACTOR, Subcontractors and the AUTHORITY from third-party, employee and volunteer liability claims for bodily injury, personal injury, property damage, products liability, completed operations, the use, loading and unloading of any licensed vehicles and the bodily injury, on site and off site pollution occurrences, occupational sickness or disease including death and disability benefits of the Virginia Workers' Compensation Act arising out of the CONTRACTOR's or Subcontractors completed work or work in progress for at least those limits illustrated below.

Each insurance policy will include the Commonwealth of Virginia's standard Notice of Cancellation requirement as reflected in all insurance policies with a minimum of 45-days notice of cancellation, non-renewal or material change in coverage, limits, deductibles, exclusions, terms and conditions and all other aspects of the placements that would have an affect on the insurance coverages. All changes are to be in an outline format and sent to the AUTHORITY's Executive Director at the AUTHORITY's Administrative Offices by Certified Mail. Copies of all Certificates of Insurance illustrating the minimum insurance requirements will be presented to the AUTHORITY within thirty (30) days of the start of any work under this contract and all insurance policy renewals will be presented to the AUTHORITY within thirty (30) days of the individual insurance policies renewal date.

Construction On Airfield

All insurance coverages will remain in force for at least one (1) year after the AUTHORITY has accepted the work or has made the final payment, whichever is later, and Certificates of Insurance will continue to be sent to the AUTHORITY to confirm the coverages are in place and are valid.

A Notice and Knowledge of Occurrence Endorsement will be included within the CGL contract along with the Per Project/Per Location Endorsement.

The Permission to Complete and Occupy wording will be included within the Builders' Risk policy.

Commercial General Liability

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person)	\$10,000
Retention or Deductible	None
Hold Harmless Agreement	Existence Stated in CGL Contract

Business Automobile

Liability	\$1,000,000
Medical Payments	\$5,000
Uninsured Motorist	\$1,000,000
Hired, Rented and Leased Autos	\$1,000,000
Non-Owned Autos	\$1,000,000
Retention or Deductible	None
Comprehensive Deductible	CONTRACTOR's Choice
Collision Deductible	CONTRACTOR's Choice

Workers' Compensation and Employers Liability

Workers' Compensation	Statutory Benefits
Employers Liability	\$500/\$500/\$500,000 or Amount Necessary for Excess Liability Underwriters
Retention or Deductible	None

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Excess Third-Party Liability As Specified

General Aggregate	\$10,000,000 up to \$25,000,000
Products-Completed Operations	\$10,000,000 up to \$25,000,000
Each Incident Limit	\$10,000,000 up to \$25,000,000
Retention	None or \$10,000 Maximum

Over and Above these Primary Placements:

Commercial General Liability

Business Auto Liability Including Hired and Non-Owned Auto Liability

Employers Liability

CONTRACTORS' Pollution Liability If Specified

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Retention or Deductible	\$10,000 or Less

Including Coverage for On and Off Site Cleanup and Damages to the AUTHORITY's Property, Property of Others on Site and Property of Others Off Site.

Employee Dishonesty Bond If Specified

Employee Dishonesty	\$500,000
Loss of Money & Securities	\$25,000
Depositors' Forgery	\$500,000
Counterfeit Money and Money Orders	\$25,000
Retention or Deductible	As Per Underwriters Guidelines

The insurance required will be included in the specific coverages and be written for not less than the limits of liability and coverages provided above or required by law, whichever is greater. The Commercial General Liability Insurance shall include Products and Completed Operations insurance on an Occurrence basis. All insurance listed within this Paragraph will contain a manuscript endorsement providing that the insurance coverage will not be cancelled or modified in any way without giving the AUTHORITY at least a 45-day written notice. This written notice will also be given to the CONTRACTOR, ENGINEER AND ARCHITECT.

CONTRACTURAL LIABILITY INSURANCE

The Commercial General Liability Insurance contract as required will include Contractual Liability Insurance applicable to the CONTRACTOR'S obligation.

ACCEPTANCE OF INSURANCE

If the AUTHORITY has any objection to the insurance coverages afforded by or to any other provision of the insurance required to be purchased and maintained by the CONTRACTOR on the basis that such insurance placements do not comply with this Article or the Supplemental Conditions, the AUTHORITY will notify the CONTRACTOR in writing thereof within 15 days of the start of any work. CONTRACTOR and AUTHORITY will

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discuss the objections and the situation will be negotiated between the two parties, with the AUTHORITY's Insurance Consultant, legal advisor, ENGINEER AND ARCHITECT, and/or Insurance Agent/Pool being included in the discussions and negotiations as necessary.

PARTIAL UTILIZATION

If the AUTHORITY finds it necessary to occupy or use a portion or portions of the Work prior to the Final Completion and Acceptance of all the Work, such use or occupancy may be allowed in accordance with the construction document provided that the use or occupancy shall commence after the Property Insurance Company providing coverage on the WORK has had the opportunity to consent by endorsement under the Permission to Complete and Occupy Endorsement of the Builders' Risk contract and the property insurance will not be cancelled or modified or allowed to lapse on account of any such partial use or occupancy.

INSURANCE

As outlined in the above the CONTRACTOR will maintain at their own expense all insurance as required in this agreement with the minimum limits and expanded coverage endorsements and wording as stated. The CGL, Business Automobile and Workers' Compensation placements will not be modified by removing any coverages granted by the standard Virginia approved Insurance Services Organization coverages or forms.

The CONTRACTOR and all Subcontractors will also do the following regarding the placement of insurance for the project:

The AUTHORITY, ENGINEER AND ARCHITECT are to be named as Additional Insureds for the Project.

ACORD Certificates of Insurance that are currently being utilized within the Commonwealth of Virginia are to be sent to the AUTHORITY within thirty (30) days of the start of the work and then thirty (30) days prior to the CONTRACTOR's individual insurance policies renewal dates for each year of the project and then for one year following the acceptance of the project by the AUTHORITY.

The ACORD Certificate of Insurance will illustrate the basic information and include the Project Name, Number and any other information within the Description of Operations/Locations/Vehicles remarks section to clarify the project's name, number and location.

Certified Copies of the Commercial General Liability (CGL); Business Auto Policy (BAP); Workers' Compensation and Employers Liability (WC); Excess Liability (Umbrella); and the Builders Risk contracts (if any) are to be sent to the AUTHORITY within thirty (30) days of the start of any work by electronic transmission. Copies of these insurance contracts are to be sent to the AUTHORITY upon their renewal dates by electronic transmission in addition to the ACORD Certificates of Insurance. All endorsements, warranties, etc. that are included within the insurance contracts are to be attached and included.

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Builders' Risk Property insurance will be secured by the CONTRACTOR and shall be on either an "All Risk" or "Special Causes of Loss" form and shall insure against any and all perils of physical direct loss to the property, excepting the normal exclusions in the form, and including while in transit and property stored on and off site, collapse, damage from faulty workmanship, damage from faulty materials, damage from freezing, surface water, flood, earthquakes, mudslides, theft, vandalism, malicious mischief, false-work, acts of terrorism by foreign operatives, soft costs, demolition, increased cost of construction, the operation of building laws, debris removal, temporary buildings and trailers, underground pipes, flues, property while in transit and other real property placed below the ground, testing and startup of the completed work and shall cover compensation for the damages on a Replacement Cost Basis for the Full Replacement Cost of the Real and Personal Property of the Project both above and below ground. The Builders' Risk policy will include coverage for reasonable compensation for the ARCHITECT's, ENGINEER's and CONTRACTOR's services and expenses required as a result of a direct physical loss to the insured property.

The Named Insured will include the CONTRACTOR, AUTHORITY, ARCHITECT and ENGINEER.

The property being constructed or modified will be included along with materials and equipment which are stored on or off site for the full Replacement Cost of the damaged, stolen or lost real and personal property.

The CONTRACTOR will be responsible for all damages over and above a minimum of \$1,000 per occurrence of loss or damage covered by the property insurance provided by the CONTRACTOR. However, the CONTRACTOR will be totally responsible for all loss or damage arising from theft, malicious mischief, vandalism and domestic terrorism in addition to any and all tools and equipment of the CONTRACTOR or Subcontractor and suppliers of any tier. Higher damage assumptions can be selected by the CONTRACTOR.

Any Loss of Use of the Property will be covered for 100% of its Lost Income and include any Extra Expense exposures for at least \$500,000. The final amount of the payment will be between the AUTHORITY and the CONTRACTOR's insurance carrier. The AUTHORITY will inform the CONTRACTOR of the amount of loss income or extra expense for twelve months after the property damage.

Boiler and Machinery coverages of the AUTHORITY will automatically apply to the work if necessary and at the option of the AUTHORITY. The Boiler and Machinery coverages will include the AUTHORITY, CONTRACTOR, ENGINEER AND ARCHITECT as additional insureds for the work being performed.

HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify and save harmless the AUTHORITY, ENGINEER and ARCHITECT and their officers, agents and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description either caused directly or indirectly from the work brought or recoverable against the CONTRACTOR or AUTHORITY or by reason of any act or omission of the

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CONTRACTOR, his agents or employees, in the execution of the work or in consequence of any negligence or carelessness arising out of the work and resulting in any bodily injuries, property damages and personal injuries arising out of the work being performed.

The CONTRACTOR shall assume all risk and bear all loss or injury to real or personal property or persons occasioned by the CONTRACTOR's neglect or accident during the progress of work until the work shall have been completed and accepted by the AUTHORITY. CONTRACTOR shall also assume all responsibility for the direct and indirect physical loss by reason of neglect or violation of any state laws, federal laws, municipal laws, codes, regulations or orders to the property of others. The CONTRACTOR shall give to the proper authorities all required notices relating to the work; obtain all official permits and licenses; and pay all proper fees. The CONTRACTOR shall accept responsibility and make repairs regarding any direct or indirect damages that may have occurred to any adjoining buildings, structures or utilities arising out of the work being performed.

SAFETY AND SECURITY RULES AND REGULATIONS

The CONTRACTOR and all Subcontractors shall abide by and follow all AUTHORITY, TSA, FAA, LOCAL, STATE AND FEDERAL laws, guidelines, rules and regulations pertaining to Safety and Security while operating on the Airport during the term of the work.

Name: _____ Agency: _____

Persons who are issued Norfolk Airport Authority Non-Restricted SIDA Access Badge will be designated a Driver Access Level. Please complete the appropriate section below. **Note that driving violations will result in corrective action up to and including the loss of Non-Restricted SIDA badge. I must also notify the Norfolk Airport Authority if my driver's license becomes invalid.** Approval Information is on the back.

Non-driver status means that the card holder may not operate any type of vehicle in neither the movement nor non-movement areas. Personnel with this status may access the service areas but may not drive onto the ramp leading to the aircraft apron, nor may they operate a vehicle anywhere inside the perimeter fence, unless under continuous escort by a card holder with appropriate driver access.

Print Name

Signature

Date

Witness: Print Name	Signature	Date
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Non-Movement Area Driver Status means the card holder may operate an approved vehicle outside the Movement/Non-Movement boundary. Drivers with this status may not operate on any portion of runways or taxiways. Drivers with this status must meet the requirements outlined in the Norfolk International Airport Guide to Ground Operations. The driver's agency must present a proof of insurance certificate indicating the driver has sufficient insurance coverage as required by the Norfolk Airport Authority. Airline employees must abide by the Guide to Ground Operations, Section 1.1.4.e when towing aircraft onto taxiways. Non-Movement Area Cargo Driver means the card holders are limited to the cargo apron. They cannot access perimeter road, nor any other areas of the AOA other than the cargo apron.

Print Name _____ Signature _____ Date _____

Witness: Print Name	Signature	Date
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Movement Area Driver Status means the card holder may operate an approved vehicle on the movement side of the Movement/Non-Movement boundary. Drivers with this status must meet the requirements outlined in the Norfolk International Airport Guide to Ground Operations. The driver's agency must present a proof of insurance certificate indicating the driver has sufficient insurance coverage as required by the Norfolk Airport Authority.

Print Name _____ Signature _____ Date _____

_____ Witness: Print Name	_____ Signature	_____ Date
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Driver Name: _____ Agency: _____

☐ Non- Movement Area Driver Practical Training ☐ Non- Movement Area Cargo Driver Practical Training

Training Verification:

Name of Trainer _____ Agency _____

Trainer's Signature _____ Date _____

☐ **Movement Area Driver Practical Training**

- ATC communications (ground channel and tower channel)
 - Driver must remain in radio contact with Ground/Tower while in movement area.
 - Confirm driver understands phonetic alphabet (may have reference sheet)
 - Confirm driver understands ATC communication procedures
 - Verify driver understands to read back Tower instructions
- Vehicle marking requirements/beacon light
- Aircraft have right of way
- Runway designations
- Taxiway designations
- Verify driver has a copy of the airfield diagram and understand it
- ILS Hold lines
- Runway hold lines
- Taxiway/Runway lights
- Verify driver has Light Gun Signal Chart and understand the meaning of each light signal
- Verify driver understands hold short instructions
- Answer any questions

Daytime Trainer- name and signature _____ Date _____ Agency _____

Nighttime Trainer- name and signature	Date	Agency
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Revised: 6/20/2018