



**NORFOLK AIRPORT AUTHORITY**

**REQUEST FOR PROPOSALS**

**TITLE: FULL-SERVICE SPORTS THEMED BAR  
AND RESTAURANT - CONCOURSE B**

**RFP #FY25-100-10**

**May 9, 2025**

**NORFOLK AIRPORT AUTHORITY**  
**NORFOLK INTERNATIONAL AIRPORT**  
**REQUEST FOR PROPOSALS**  
**FULL-SERVICE SPORTS THEMED BAR AND RESTAURANT – CONCOURSE B**

**I. REQUEST FOR PROPOSALS (“RFP”)**

**A. Introduction**

The Norfolk Airport Authority (“Authority”) seeks proposals from interested, qualified, and experienced firms (“Respondents” or “Concessionaire”) to provide a non-exclusive full-service sports themed bar and restaurant on Concourse B at the Norfolk International Airport (“Airport” or “ORF”). It is preferred that firms have experience in operating a full-service sports themed bar and restaurant at other commercial airports.

This RFP for a non-exclusive full-service sports themed bar and restaurant on Concourse B is being issued prior to the solicitation packages for the replacement concession program throughout the Airport. This new full-service sports themed bar and restaurant will serve as an enabling concession allowing the Authority to establish an anchor concession venue providing customers with a food and beverage option on Concourse B during the transition from the existing concession program to a new program. This space gives the Authority the ability to develop the enabling concession independently and prior to the disruption associated with the conversion of the other concessions on Concourse B.

The square footage of the proposed location (hereinafter referred to as “Customer Service Area or CSA”) is approximately 2,296 square feet. Proposals shall include a user-friendly environment and sports themed design that maximizes the presence of the concession to include a design and finishes, displays, seating and signage, that readily identifies the brand and theme that is being proposed. The desire of the Authority is to maximize the visibility to the aircraft apron and runway through the existing windows at the end of the concourse.

The Authority reserves the right to negotiate with the successful Respondent any final design changes and terms and conditions that are deemed to be in the best interest of the Authority.

**B. Situation Overview – Terminal Renovation**

The Authority is currently in the process of implementing a major terminal area capital improvement program that will enhance the overall customer experience at ORF to include, among other improvements, the comprehensive refurbishment and upgrade of the concessions program. Other initiatives included in the larger capital improvement

program include: a) an addition of three (3) additional gates on the A concourse; b) expansion of select undersized holdroom seating areas; c) the consolidation of two checkpoints into one consolidated checkpoint in the current central core area to provide free flow of passengers between the two concourses; d) the addition of an international arrivals facility for commercial aircraft; e) expansion of the ticketing area; f) development of a new consolidated rental car facility; g) development of an on-site hotel connected to the terminal via skyway; h) and limited expansion of the post security space at the throat of the B Concourse.

## **II. RFP SCHEDULE – KEY DATES**

Advertise RFP	May 9, 2025
Issuance of the RFP	May 9, 2025
Submission of Questions and Requests for Clarification	May 16, 2025, 4:00pm EDT
Responses Distributed to Qualified Responders	May 21, 2025, 4:00pm EDT
<b>Proposals Due</b>	<b>June 6, 2025, 4:00pm EDT</b>
Proposal Evaluation Completion	June 13, 2025
<b>Notification of Short-Listed Respondents (if required)</b>	<b>June 16, 2025, 4:00pm ET</b>
<b>Interviews for Short Listed Respondents (if required)</b>	<b>July 1, 2025</b>
<b>Notice of Intent to Award</b>	<b>July 25, 2025</b>

### III. BACKGROUND INFORMATION

#### A. Governance

The Norfolk International Airport (“ORF”) is owned and operated by the Norfolk Airport Authority, which is a political subdivision of the Commonwealth of Virginia. The Authority is governed by a Board of Commissioners consisting of nine (9) members appointed by the Norfolk City Council for four-year terms, and a Chief Executive Officer overseeing day-to-day operations.

#### B. Airlines

Air service at ORF is currently split evenly between leisure and business and has nonstop service to more than 40 destinations. In addition, with the current airline gate assignments, enplanements are substantially the same between Concourse A and Concourse B. The following airlines currently serve ORF:

- Allegiant
- American
- Breeze
- Delta
- Frontier
- JetBlue
- Southwest
- Spirit
- United

The Authority is in continuous discussions with incumbent airlines, other domestic airlines not currently serving ORF, and international airlines to pursue expanded service from incumbents and new airlines and increase service to/from additional domestic and international destinations.

**There is no representation by the Authority that the level of service will be maintained at its current level, grow, or contract. Respondents assume full responsibility and risk to assess the market for the purpose of developing proposals that they believe can be supported by the market.**

#### C. Historical Enplanements

The chart below outlines enplanements by fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) for the specified years including YTD through March for FY2024-25:

<b>Fiscal Year</b>	<b>Enplanements</b>
YE Jun 2019	1,923,693
YE Jun 2020	1,465,774
YE Jun 2021	1,085,666
YE Jun 2022	1,950,680
YE Jun 2023	2,136,197
YE Jun 2024	2,356,850
FY2025 Jul-Mar	1,762,265

D. Design Coordination

The proposed design should reflect the general level of finishes that are in existence in common spaces in the concourse. While the Authority encourages Respondents to utilize the look and image of the themed sports bar and restaurant proposed to maximize the consumer awareness of the brand, any such design must be compatible with the existing finishes as it transitions to the public space. The Authority will review and approve the design submitted based on the merits of the CSA design.

E. Technology

All sales in the CSA must be entered through an electronic point of sale system (POS) that will be used to calculate and record all gross revenues for all transactions. Respondents shall include in their proposal details of the POS system(s) proposed and how information will be presented in a monthly report that will be submitted to the Authority each month with the appropriate payment. Respondents are encouraged to include a sample monthly report generated from the proposed POS system in their proposal (this will not count against the page limit).

The use of technology to enhance and improve the customer experience is desired with features such as self-checkout; the use of apps and QR codes for ordering and payment; remote ordering through an app for pick up and/or deliveries to locations at the CSA or on the concourse; use of alternative payment forms such as GooglePay and ApplePay (examples only), or other similar payment options; and other technology based customer services that will improve flow and encourage customers to use the concession at ORF. Respondents do not have to offer all the services identified but must outline in their proposals what services are being proposed.

F. Design, Construction, Tenant Improvement, and Construction Budget Submission Requirements

The Authority is interested in creative proposals that implement industry “best practices” to create the most customer friendly design and operational environment possible. Respondents should develop the floor plan for the CSA and include proposed finishes; furniture, fixture, and equipment plans; interior and exterior color schemes and finishes that wrap to the transition point between the CSA and public space; signage; and the bar within the CSA. The plan should also include details on the separation between the CSA and public space to restrict alcohol consumption to the CSA.

Submitting pictures or plans from other venues operated by the Respondent versus submitting specific plans for the proposed CSA will result in the proposal not being considered responsive and not being considered for further evaluation.

All designs must utilize the perimeter boundaries as identified in the CSA exhibits and signage shall be limited to the CSA. Signage proposed for common walls in the corridor will not be accepted. Proposed layouts should not contemplate utilization of public corridors or any adjacent holdroom for concession seating or display units to be part of the CSA. The Authority encourages open and inviting layouts and creative designs where layouts that abut holdrooms are either open air with perimeter railings or are clear walls that promote clear lines of sight between the CSA and public spaces. All alcohol must be secured during hours when the CSA is not in operation. Roll down gates, rolling gates, or locking cabinets are acceptable means to secure the concession or products from the public space or holdrooms.

Respondents shall include in their proposals a design for the CSA that will include, at a minimum: a) a complete floor plan showing access, internal circulation, and egress flows; b) placement of furniture and fixtures within the CSA; c) kitchen, storage, or office spaces, if applicable, within the CSA; d) the bar and seating; e) the POS location and placement, placement of menu boards; f) interior and exterior signage including branding features and colors; g) ceiling, wall, and floor finishes; and, h) how the space will transition at the openings to the public corridor. Proposals shall include a rendering depicting the internal and external appearance for the CSA.

The Authority is not requiring an arbitrary minimum investment per square foot. However, respondents will be required to submit an estimated construction budget for the CSA to include costs for the construction elements identified above. The construction budget estimates shall be based on the design submitted in the proposal and shall include, at a minimum, costs for all projected hard costs, soft costs, contingency, permitting, equipment, furniture, fixtures, equipment, POS stations, and inspections. Construction costs shall NOT include any activation related costs (soft opening), liquor license costs, or any other costs not directly associated with the construction of furnishing of the CSA. No variation from the design proposed will be authorized without the prior written consent of the Authority.

The Authority will assess the reasonableness of the cost estimates in evaluating each proposal. While the Authority is not dictating a specific cost per square foot for the buildout of each concession, the estimates will be evaluated based on the Authority's assessment of the construction cost and the proposed design.

For the design submitted, a detailed schedule of an estimated timeframe for design and construction of the CSA must be included. The Authority's goal is to have the CSA constructed and operational on or before October 1, 2025, to allow for a reasonable period for the concession to operate before the busy holiday season and to establish a market presence prior to July 1, 2026 when the new concession development program begins. The CSA will be available for construction upon the Contract Commencement Date and will be conveyed to the Operator "as is/where is".

Following completion of the construction and close out of the contracts and change orders, if applicable, the Operator shall prepare a summary of all actual construction costs compared to the proposed budget for the cost categories identified and included in the proposal. If the actual construction expenditures do not equal the amount and design proposed, the Authority reserves the right to require the successful Respondent to remit to the Authority the difference between the proposed budget in the successful Respondent's proposal and the actual reconciled costs.

G. Authority and Concessionaire Responsibilities

The Authority and successful Respondent will need to coordinate closely for the improvements to be developed by the Concessionaire. Outlined below are the primary responsibilities of the Authority with regard to base services to be provided to the CSA premises and what will be the responsibility of the Operator.

The Authority will generally be responsible for providing the following:

- a. Heating, ventilation, and air conditioning supply ducting are existing in the area of the CSA premises that are sufficient to support the existing use of the space. The base supply is not sized to support equipment that will generate excessive heat. Any supplemental HVAC systems required, will be the sole responsibility of the Concessionaire.
- b. Domestic water will be stubbed to the CSA premises, if required, and sized adequately to support the agreed to concession.
- c. Fire protection is existing in the area of the CSA premises and is designed to support the existing use of the space. Any modifications required to support the planned use of the space will be the sole responsibility of the Concessionaire.
- d. A main sewer line sufficiently sized will be stubbed to the CSA premises, if required, to support the intended use of the space.
- e. The existing electrical service in the area of the CSA premises is sufficient to support the existing use of the space. The Concessionaire will be solely responsible for identifying the electrical service panel that will support the proposed operation, making any required modifications and improvements to the panel and connecting the service line to a new panel within the CSA premises in a location approved by the Authority. The same responsibilities of the Concessionaire apply to any required emergency circuits. The Authority will not be responsible for panel or generator upgrades required to support the increased electrical load of the Concessionaire.
- f. Natural gas is available in the main terminal. If a Respondent intends to use natural gas, the Respondent will be responsible for all connections from the concession to the closest currently available natural gas supply line. Note the CSA is approximately 800' from the main terminal.
- g. Public directories in public spaces, as solely determined by the Authority, identifying the locations of the concessions.

The Concessionaire shall be responsible for providing the following:

- a. Distribution of all utilities within the site.
- b. Grease trap installation where required and maintenance.
- c. Any demolition of existing conditions unless agreed to in advance in writing with the Authority.

- d. All flooring as per the proposed design and in accordance with the design standards.
- e. All wall finishes as per the proposed design and in accordance with the design standards.
- f. All ceiling finishes as per the proposed design and in accordance with the design standards.
- g. Wrapping of the penetrations in the walls abutting the public space and in accordance with design standards.
- h. Interior and exterior signage for the CSA.
- i. Lighting as per the approved design and in accordance with the design standards.
- j. All furniture, equipment, and fixtures as per the proposed design.
- k. Television, phone, and any secure internet service required.
- l. Point of sale (POS) systems and terminals and any other electronic system proposed.
- m. Any perimeter or interior security improvements to protect products or space to be secured during off hours.
- n. Demising walls abutting open adjacent spaces per the plan. The desire of the Authority is to create an open free-flow environment. Glass walls or open air with rolling gates to secure the space during off hours are acceptable.

#### H. Branding and Theming

To increase visibility, market awareness, and a local connection, the Authority will require that the concession proposed is a sports themed bar and restaurant that will capitalize on a strong regional connection. The Authority is most interested in a bar and restaurant that will feature a professional athlete or other figure of equivalent prominence who is from the Hampton Roads community, and who has achieved a high level of success and acclaim in the professional sports world. Experience in developing and operating similar sports themed restaurants in airports is preferred.

#### I. Products

All proposals must include a detailed description of all food, beverages, products, and services to be provided in the CSA upon opening. Menus must be included in the proposal and include all food, non-alcoholic, and alcoholic products that the Respondent proposes to offer in the CSA upon opening along with the prices proposed for each item. It is recommended that menus include healthy options, salads, vegetarian options, and kids' meals.

#### J. Pricing

In order to create a competitive and user-friendly customer environment, the Authority is implementing a "street plus ten percent" pricing policy for all concessions in the terminal, including this CSA. The Authority will identify three (3) local benchmarking locations mutually agreeable between the parties that will be included as an exhibit in the Agreement. The Authority will use the designated location to determine the benchmark pricing standard compliance.

#### K. Communications and Account Management



The local manager for the Operator shall meet with the Authority designated representative as needed, but no less than monthly. Monthly reports shall be furnished to the Authority along with the monthly financial results and reviewed with the Authority representative showing overall and unit trends, financial performance, recommended changes in products and pricing, and promotions. At least every six (6) months, the Operator's corporate executive shall be on site to meet with the Authority management team to review performance and trends.

L. Contract Term, Gross Revenues, Concession Fees, and Minimum Annual Guarantee

1. Contract Term

a. Base Term

The Base Term will be the period beginning on the Agreement Commencement Date, terminating on the Expiration Date, unless earlier terminated.

b. Commencement Date

The Commencement Date shall be October 1, 2025, or an alternative date as agreed to by the Authority, at its sole discretion.

c. Expiration Date

The Expiration Date for each package will be twelve (12) years from the Commencement Date.

No Option Term is offered.

2. Gross Revenues

The term "Gross Revenues" as used herein will mean the revenues or sales of all food, non-alcoholic beverages, alcoholic beverages, retail (if applicable), and catering, sold by the Concessionaire in the CSA or via an app with delivery originating from the CSA and the charges made for all related services performed by the Concessionaire, including catering. All Gross Revenues transactions must be accounted for through an approved POS system. Gross Revenues will not include state and local sales taxes collected by the Concessionaire or refunds to its customers.

3. Concessionaire's Percentages Fees

Starting on the Commencement Date, the Concessionaire shall pay, at a minimum, the following Percentages Fees applied to all eligible Gross Revenues. Respondents may propose higher percentages at their sole discretion, but in no case shall the proposed percentages fees be less than what is outlined. Proposals that propose the stated fees will be considered responsive.

a) Food and non-alcoholic beverages – Sixteen percent (16%)

Food and non-alcoholic beverages are defined as, but not limited to, prepared foods served at the venue, packaged meals and "grab and go"

food items, pre-packaged foods included on the food menu, soft drinks, water, coffee, smoothies, power drinks, etc.

b) Alcoholic Beverages – Twenty percent (20%)

Alcoholic beverages are defined as, but not limited to, tap beer, bottle or canned beer (including non-alcoholic beer), growlers, wine (served at the venue or if sold un-opened to go), mixed drinks, seltzers, items such as wine bottles sold as retail in the store whether taken by the customer or shipped, liquor bottles of any size, or any other product that has alcoholic content.

c) Retail – Eighteen Percent (18%)

Retail goods shall include, but not be limited to books, magazines, wearing apparel, souvenir items, packaged candy, medical supplies, candy bars, individual bottles/cans of soft drinks or water, electronics, glasses, toys, and anything that is sold or available for shipping from the CSA.

d) Catering – Applicable Rate as Above

e) Supplemental Percentages Fee: Following the first year from the Commencement Date, if the Gross Revenues in the CSA exceeds the previous year's Gross Revenues for that CSA by ten percent (10%) or more, there will be an additional one percent (1%) Percentage Fee due from Concessionaire to Authority for that CSA on the amount of Gross Revenues in that CSA for the current Concession Year that exceeds the Gross Revenues in that CSA for the previous Concession Year. Calculation of any Supplemental Percentages Fee will be made within thirty (30) calendar days following the end of the current Concession Year and submitted to the Authority for review. Any amount payable to the Authority will be due and payable within sixty (60) calendar days following the end of the Agreement Year. Supplemental Percentages Fee paid to the Authority will be included in the Gross Revenues by the Concessionaire to the Authority and will be included in the calculation of the annual MAG adjustment as called for herein.

4. Minimum Annual Guarantee ("MAG")

- a. Starting at the Commencement Date and continuing for one year, the Concessionaire will pay the agreed to Percentage Fees only. A Minimum Annual Guarantee (MAG) will not be due the Authority during this period only.
- b. Effective one year following the Commencement Date, a MAG will be established at one hundred percent (100%) of the Percentages Fees paid to the Authority during the first year. For each subsequent year, the annual MAG will be adjusted to ninety percent (90%) of the previous year's concession payments made to the Authority. During the Term of the agreement, the MAG shall never go below the first year MAG amount.

5. Employee and Military Discount Program

- a. Respondents shall include in their proposal any employee discount program for food or non-alcoholic beverages for the CSA that would apply. Employees will be required to present an active airport employee badge in order to receive any discount offered.
- b. Optional: The ORF catchment area includes a significant number of military employees with the region being home to fifteen (15) military installations, including Naval Station Norfolk, the world's largest naval base. This military presence includes over 80,000 active-duty personnel. Respondents should include in their proposal if they are interested in providing a military discount program different than the standard employee discount. If included, Respondents should include the terms and conditions for any such discount program.

#### 6. Pro Formas – Sales, Expenses, and Margin

Respondents must provide a pro forma for the first three (3) years following the Commencement Date. Pro formas shall include the Respondent's projected gross revenues for the CSA as well as expenses, amortization, rent, overhead, and profit.

**To objectively evaluate each proposal all pro formas must be based on an enplanement level of 2,500,000 for the first year and shall factor a three percent (3%) increase for each remaining year of the pro forma. Proposals that do not follow this guideline may be considered non-responsive, at the sole discretion of the Authority.**

#### 7. CSA Refreshment Deposit

Because the Authority is offering a term of twelve (12) years from the Commencement Date and with the normal wear and tear associated with that length of contract, the Authority will require the successful Respondents to establish a CSA Refreshment Deposit at the commencement of the fourth (4<sup>th</sup>) year following the Commencement Date in the amount of fifty thousand dollars (\$50,000). The fund will be used, at the sole discretion of the Authority, to fund any refreshment, repair or replacement associated with the CSA. The Fund shall not be used to fund ordinary maintenance and repair of furnishings & equipment as outlined in Respondent Responsibilities; for repair and replacement of unauthorized improvements; for repair or replacement resulting from the misuse or damage caused by the Concessionaire's employees or contractors; or for re-concepting any concession. The fund will be maintained by the Authority and the Authority will fund/reimburse the Concessionaire for approved expenses within thirty (30) calendar days of approval.

If the Concessionaire desires to request use of the funds for any authorized use, the Concessionaire shall provide a written proposal the Authority to include the nature of the request, the expected benefits (financial and/or customer service), what is being requested, timeline, and the projected cost. The Authority will review and provide a written response within seven (7) calendar days upon receipt.

If there is a balance in the funds remaining at the end of the Base Term, the balance will remain in possession of the Authority to be used at the Authority's sole discretion.

M. Staffing, Compensation, and Operating Standards

The Concessionaire is required to have a general manager with overall responsibility for the proposed concession who lives within thirty (30) miles of ORF unless otherwise agreed to in advance by the Authority. When the general manager is not on duty, a qualified alternative employee must be designated as the manager on duty and have the corresponding decision-making authority to make decisions in the absence of the general manager. Respondents shall include the staffing plans and positions for all hours of operation for each CSA in their proposals.

Respondents shall include an organizational chart that represents the management and operational structure to support the ORF. Respondents should include in their proposal proposed pay ranges for each position identified in the staffing plan as well as any benefits offered for each category of positions.

All staff must be properly trained to meet the requirements of their position. Respondents shall outline in their proposal the plan for recruiting, initial training, and recurrent training programs offered and by what method.

Concessionaires shall actively manage quality control in each CSA. Respondents should include in their proposals what internal and external efforts (if applicable) are being proposed to ensure that the concessions are operated in a first-class manner and how the Respondent will measure and manage customer service.

N. Service

All of the Concessionaire's employees will provide timely, attentive, and friendly service during all hours of operation. Orders will be taken promptly and in a friendly and courteous manner and delivered in reasonable time periods so as not to inconvenience the customer. Processing payments will be prompt, and sales receipts will be properly itemized and provided to all customers. Concessionaires are not allowed to pass any Concession Percentage Fee on to customers. All customers will be thanked for their patronage. Catering requests will be received, processed, and delivered in the timeframe specified in the order request.

All employees must be trained to be proficient in the use of the POS and to perform their roles and responsibilities in the CSA prior to assignment and shall receive recurrent training through the Term of the Agreement. Respondents should include an outline of the respective training programs in detail in their proposals.

Concessionaire shall have an up-to-date Operations Manual on-site and available at all times. All employees must acknowledge that they have reviewed the Manual. A current copy must be made available to the Authority along with any revisions submitted for addition or substitution on a timely basis.

All employees must be badged by the Authority and pass all requirements as required by the Department of Homeland Security, Transportation Security Administration, and local law enforcement. The costs for badging and lost badges, as may be amended from time to time, will be charged to the Concessionaire.

O. Hours of Operation

- a. Concessionaire shall be open and provide all services required under this Agreement three hundred sixty-five (365) days a year with operating hours and staffing levels as identified in the Proposal attached as Exhibit A of the executed concessions agreement.
- b. The concession must be open for service at the time the security checkpoint opens, meaning the staff has cleared security, set up for service, and is ready for customers. The post-security concessions will remain open until fifteen (15) minutes prior to the last flight departure, meaning the actual flight departure and not the scheduled flight departure (i.e., remain open during delays). Any amendment to the operating hours desired by the Concessionaire must be approved in writing, in advance, by the Authority prior to making any changes.
- c. During irregular operations, the food and beverage concessions may offer a reduced menu; however, the reduced menu must be clearly displayed on the dynamic menu board.

P. Deliveries and Delivery Hours

Concessionaire will abide by Authority's approved concessions delivery plan, which may be modified from time to time, setting specific time periods for deliveries through the Airport security checkpoint as is currently the practice or any alternative methodology as approved by TSA and the Authority. Deliveries will be scheduled for non-peak passenger throughput times to alleviate checkpoint congestion, thus benefiting TSA officers, Airport passengers, and Concessionaires. Unauthorized deliveries through the security checkpoint will not be permitted unless approved in advance by the Authority in writing.

The Authority reserves the right to develop a Central Receiving Distribution Center (CRDC) during the Term of the agreement that may require all deliveries and in-terminal distribution of goods and products to be centrally received, stored temporarily, and distributed. The Authority will consult with the Concessionaires in developing such an operation. Any fees or cost reimbursement associated with the operation of the CRDC will be recovered from the Concessionaires and other applicable terminal users.

Q. Storage

The Authority has a limited amount of bulk storage space available for rental. The space is located in the lower level and will be allocated on a "first come, first served" basis. Concessionaires will be responsible for constructing all fencing and doors to secure the space.

R. Marketing

Concessionaire will develop, implement, and maintain a marketing and promotion program that will effectively promote to all ORF users, visitors, and tenants the food, beverage, retail, vending and catering services offered by the Concessionaire. The Concessionaire will promote the discounted employee prices for food and non-alcoholic beverages designed to encourage persons employed at the Airport to utilize the concession, and if proposed, military customers at the Airport.

Concessionaire utilization of the Authority's in-terminal advertising program for additional promotion of products and services is encouraged in addition to the wayfinding and directory signage provided by the Authority.

Further, a comprehensive marketing plan addressing all items included above will be submitted to the Authority as part of the proposal and annually, a minimum of sixty (60) calendar days prior to the commencement of each anniversary of the Commencement Date. The Authority will provide a written response to the Concessionaire following receipt.

S. Sanitation, Hygiene, and Cleanliness

Concessionaire will keep the CSA, including seating and tables within the CSA, reasonably free of debris, trash, discarded packaging material, or soiled cleaning supplies (e.g., rags and buckets) originating from Concessionaire's operations or customers. Concessionaire will ensure that all equipment, walls, floors, counters, tables, displays, and other horizontal and vertical surfaces are cleaned and sanitized frequently, and that employee areas and food preparation areas are cleaned daily. Concessionaire will keep the CSA free of hazardous conditions, will keep public areas around the CSA free of hazardous conditions originating from Concessionaire's operations, and will notify the Authority promptly of other hazardous conditions in the CSA. Concessionaire will monitor areas within the CSA to ensure that they are kept clean and orderly, and that trash is not allowed to accumulate. Concessionaire will ensure that all its employees conform to the employee standards set forth above and in the Concessionaire's Operations Manual and adhere to personal hygiene and health requirements established by Concessionaire's policy and by federal, state, or local laws, rules, regulations and/or ordinances.

T. Grease Trap and Exhaust Hood Maintenance

Upon the Commencement Date, Concessionaire will be responsible for all maintenance and cleaning of any grease trap used in the operation of its concession and for all maintenance on exhaust hoods being used in the CSAs.

**IV. POINT OF SALE SYSTEM, ACCOUNTING, AND REPORTING**

A. Point of Sale System

Concessionaires will be required to utilize a Point of Sale (POS) system for the CSA. The POS systems must be able to record and summarize all transactions by products and time of day in addition to the summary report.

## **B. Accounting and Reporting**

### **1. Monthly Financial Payment Report**

Each month, ten (10) days following the end of the calendar month, the Concessionaire must submit to the Authority a detailed monthly report to include, at a minimum, the following:

- a. Gross revenues including all gross sales, discounted sales, refunds/returns, employee discounts, military discounts (if applicable) and a roll up total report.
- b. A breakdown of the categories to which the Percentages Fee applies and the applicable fee times the gross revenues in each category.
- c. The required monthly MAG (if applicable).
- d. The net amount due the Authority compared against the MAG (if applicable) and any overage or shortage for the month against the MAG (if applicable).

### **2. Monthly Operations Report**

In addition to the financial information outlined above, Concessionaire shall also provide monthly to the Authority, the following information:

- a. A summary by line-item of all sales for the month.
- b. A summary of transactions and gross revenues for all hours of operation.
- c. A listing of slow sales products.
- d. A summary of complaints received by time and disposition of the response/corrective action by time and the responsible party impacted by the complaint.
- e. Other information as requested by the Authority.

## **V. MAINTENANCE AND REPAIRS WITHIN CSA**

### **A. Maintenance:**

Concessionaire will, at all times and at its sole expense, keep the CSA and all improvements in the CSA, including furnishings, fixtures, and equipment provided by the Concessionaire, in a safe, neat, clean, and orderly condition and appearance, normal wear and tear excepted. Without limiting the generality of the foregoing, Concessionaire will, at its sole cost and expense, be responsible for performing the following:

- a. Providing janitorial services, cleaning supplies, sanitizing services, cleaning of all glass surfaces in the CSA, floor treatment, wall cleaning, rubbish, and trash removal to the central collection point designated by the Authority.
- b. Replacement of light bulbs in the CSA.
- c. Cleaning of stoppages in sinks, plumbing fixtures, and drain lines to the first "clean-out" outside the CSA.
- d. Cleaning and replacement of filters in exhaust hoods.
- e. Cleaning and maintaining the fire suppression system and related components required over the cooking appliances (e.g., grill, fryer), including required periodic inspections.
- f. Maintaining hand fire extinguishers in accordance with applicable safety codes.

- g. Maintaining electrical loads within the designed capacity of the CSA electrical system. Prior to making any change in the electrical loading which may exceed such capacity, Concessionaire will first obtain the Authority's written consent.

Upon termination of this Agreement, Concessionaire will deliver the CSA, and all improvements thereon, including all improvements, furnishings, fixtures, and equipment included as part of the Proposal included as Exhibit A in the executed concession agreement and/or funded through the repair and replacement funds to the Authority at no cost in its original condition, normal wear and tear excepted. Any personal property of the concessionaire not included in the Proposal or not funded through the repair and replacement fund will be removed at the termination date of the Agreement at the sole expense of concessionaire and the Premises restored to its original condition, normal wear and tear excepted.

#### B. Repairs

The Authority will keep the structural components of the CSA (including the building floor, walls and roof), the airport provided mechanical systems serving the CSA (i.e., main HVAC, plumbing, electrical and natural gas systems) in good repair, subject to Concessionaire's maintenance obligations set forth above. The Authority will not be required to make any repairs to the CSA unless and until the Concessionaire has notified the Authority in writing of the need for such repairs. If it is determined to be a responsibility of the Authority, the Authority will have a reasonable period of time following receipt of such notice to commence and complete said repairs. Notwithstanding the foregoing, Concessionaire will repair all damage to the CSA and all improvements in the CSA, including furnishings, fixtures, and equipment, caused by the negligence or willful acts or omissions of Concessionaire, its employees, agents, servants, or licensees. All repairs to the CSA done by or on behalf of Concessionaire will be of first-class quality in both materials and workmanship, will be equal to or better than the original in materials and workmanship, and, except in emergencies requiring immediate response, will have the prior written approval of the Authority. All repairs will conform to the existing design, applicable rules and regulations, and building codes prescribed from time to time by federal, state, Authority, or other jurisdictional bodies having oversight rights for the CSA. The Authority will be the sole judge of the quality of the repairs. Concessionaire expressly waives any and all claims for damages of any kind, including but not limited to loss of profits as a result of the interruption of Concessionaire's business, resulting from the need for repairs to the CSA, the structural components, and the mechanical systems whether such repairs are undertaken by the Authority or Concessionaire.

### **VI. PERFORMANCE GUARANTEE**

On or before the Commencement Date, a performance guarantee equal to six (6) months of projected Concession Percentage Fees must be deposited with the Authority in the form of a letter of credit or performance bond issued by reputable firms authorized to do business in Virginia. If the Authority needs to draw against the performance guarantee, any such amounts must be replenished within three (3) working days.



## **VII. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE GOALS**

The Authority has adopted an ACDBE participation goal of twenty percent (20%) for this program. Respondents will outline in their proposal the action plan for achieving the goal for evaluation by the Authority and complete the ORF ACDBE Program, Attachment 7 Forms in **Exhibit D** and submit with their response. Respondents should identify the source of the ACDBE participation and the expected value associated with each category.

## **VIII. GENERAL PROPOSAL REQUIREMENTS**

- A. RFP Response: In order to be considered responsive to the RFP, Respondents must submit a complete proposal including all information as called for in this RFP no later than 4:00PM EDT. June 6, 2025. Failure to submit all the information required will result in any proposal received after the date and time being considered non-responsive and will not be considered further. The Bid Security in the amount of five thousand dollars (\$5,000.00) must be submitted to the Authority on or before the due date to be considered responsive. The original of Bid Security ONLY must be submitted to:

Mr. Steven Djunaedi  
Chief Commercial Officer  
Norfolk Airport Authority  
Norfolk International Airport  
2200 Norview Ave  
Norfolk, VA 23518

- B. Submission Process: Respondents must submit one PDF of the entire proposal to include all information required electronically to:

Mr. John DeCoster  
Email: [jdecoster@decommaviation.com](mailto:jdecoster@decommaviation.com)  
Dropbox: [www.dropbox.com/request/dC0tnovzyoNIHrnUYu4g](https://www.dropbox.com/request/dC0tnovzyoNIHrnUYu4g)

A photocopy of the bid security must be included in the electronic submission. The time that the e-mail is received by the point of contact for the Authority will be the time and date for considering whether the submission is submitted before the deadline and considered responsive.

- C. From the time the RFP is issued until the Agreements are executed with the successful Respondents, no communications shall be conducted with any Authority employee, Board member, or anyone associated with the RFP except for the designated point of contact, John DeCoster. All communications, questions, or requests for clarification shall be sent electronically to:

Email: [jdecoster@decommaviation.com](mailto:jdecoster@decommaviation.com)  
Phone: (763) 234-1725

Responses will be provided electronically directly to the requesting party for any general communications received. Any requests for clarification or questions regarding the RFP will

be posted on the Airport website. It will be the responsibility of the Respondent to review the website for potential updates prior to submission.

#### D. Required Proposal Content and Submission Format

1. Respondent's Proposal Submission Form (**Exhibit B**) completed.
2. All proposals must include a cover letter (maximum of two pages) that must include the information outlined in these Subsections 2, 3 and 4. The cover letter must also include the point of contact and contact information for any subsequent follow up questions or discussions.
3. Proposals shall be signed by an authorized representative of the Respondent. All information requested in this RFP must be submitted as requested. Failure to submit all information requested may result in rejection of the proposal and the proposal being considered non-responsive.
4. Responses **MUST** provide the full firm name and address of the Respondent and that the person submitting is an authorized representative of the Respondent. All proposals must be digitally signed and submitted with a digital certificate and date/time stamp. The person signing the proposal must include his/her title and indicate the person has the authority to bind his/her firm in a contract. The firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent, whether corporation, partnership, or individual, must also be stated in the proposal. All Respondents and subcontractors/subleasees must be authorized to do business in the Commonwealth of Virginia.
5. Acknowledgement of any posted addenda reviewed.
6. A Statement of Qualification section shall include a comprehensive identification of the Respondent's qualifications and capacity to perform all requirements under the Scope of Services. The Respondent must support its ability to be responsible for all facets of the RFP, including professional background and experience of key personnel in the Scope of Services. If Respondent is partnering, joint venturing, subcontracting, or subleasing with another organization to provide the services included in the package, Respondent shall also include all relevant information on the organization and any suborganizations in this section. This section should also include the proposed actions plan to achieve a twenty percent (20%) ACDBE goal as adopted by the Authority.
7. Proposals for each package shall provide a detailed and concise description of capabilities to satisfy the requirements in the RFP and describe the proposed concession in detail to include products, prices and customer service features called for to include training and quality assurance management, staffing, hours, compensation, as called for in this RFP.

8. Details requested that outline design, construction schedule, phasing, finishes, architectural renderings, products and pricing must be provided in order for proposals to be considered responsive. The total number of pages for each package proposal shall be limited to twenty-five (25), including the Proposal Form, design descriptions, schedules, interim conditions, construction schedules, etc., and the summary of required financial information. Renderings, floorplans, and unit layouts for each proposed location must be included in the package, finish boards, pro formas, product/menu and price listings to include proposed prices will not be included in the twenty-five (25) page limit.
9. Any Proposal must be accompanied by a bid security in the form of a certified cashier's check or a bid bond from a reliable surety company licensed to operate in the Commonwealth of Virginia totaling five thousand dollars (\$5,000.00), as a guaranty that if selected through the evaluation process, the successful Respondents will enter into a contract with the Authority. The bid security will be returned promptly after the successful contractor has entered into a contract with the Authority. A copy of the bid security must be submitted with the electronic proposal in addition to being delivered to the Authority contact identified above.
10. A detailed capital improvement budget that will outline hard and soft costs as well as major equipment budgeted. The proposed capital expenditure will represent a commitment by the Respondent to the design proposed and to invest the amount identified.
11. References. List one (1) existing client who would provide references for Respondent where comparable services have been provided in a similar airport environment. Provide phone numbers, email, and mailing addresses for the references and include a client profile to include the services provided, annual sales for the past 2 full fiscal years, and the term of the number of years that the client has been served by the Respondent or suborganization. If a suborganization is a new venture, provide a history of the basis of the suborganization and the business plan that results in the suborganization to be qualified to perform the services called for in the RFP.
12. Conflicts. Disclose any potential conflicts that may arise due to Respondent's pursuit of this RFP.

Following the deadline for submission, the evaluation committee of the Authority will review the responsive proposals received. The evaluation committee will evaluate each proposal individually for each package against the evaluation criteria outlined below:

Criteria	Points
Theme; design; level of sports name recognition; experience in operating in airports; level of local identity; menu; and bar concept.	35

Financial proposal to include the pro-forma and projected sales over the 3 year projection period; menu and price points and compliance with street plus 10%; concession fees; and projected capital investment.	35
Proposed schedule for completion; layout; furniture & equipment and finish package proposed.	20
Overall compliance with the RFP requirements.	10
<b>Total</b>	<b>100</b>

The successful Respondent will be required to enter into the Authority's standard contract for concession services. In the event that the highest ranked Respondent fails to enter into an agreement within the time allowed, the highest ranked Respondent shall forfeit the bid security and the bid security shall become the property of the Authority. The Authority will then commence negotiations with the next highest ranked respondent and the process will be repeated until successful negotiations are completed.

Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP shall belong exclusively to the Authority and will be subject to public inspection and disclosure in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Respondent shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Respondent invoke the protections of § 2.2-4342.F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected under the Act and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal. Additionally, the Respondent must submit a redacted copy of the proposal if invoking said protect. The classification of an entire proposal document, line item, investment, products, prices, and/or total proposal prices or pro formas as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the Respondent refuses to withdraw an entire classification designation, the proposal will be rejected and considered non-responsive.

Proposals cannot be altered or amended after the submittal deadline. No proposal submitted in response to this solicitation may be withdrawn after submittal deadline without acceptable reason in writing and only after approval by the Authority, which approval shall be at its sole discretion.

## **IX. RFP EXHIBITS**

Exhibit A	CSA Exhibits
Exhibit B	Respondent Proposal Submission Form
Exhibit C	FAA Required Contract Provisions – Non-AIP Contracts
Exhibit D	NAA Airport Concession Disadvantaged Business Enterprise Program, Attachment 7, Form 1 and 2

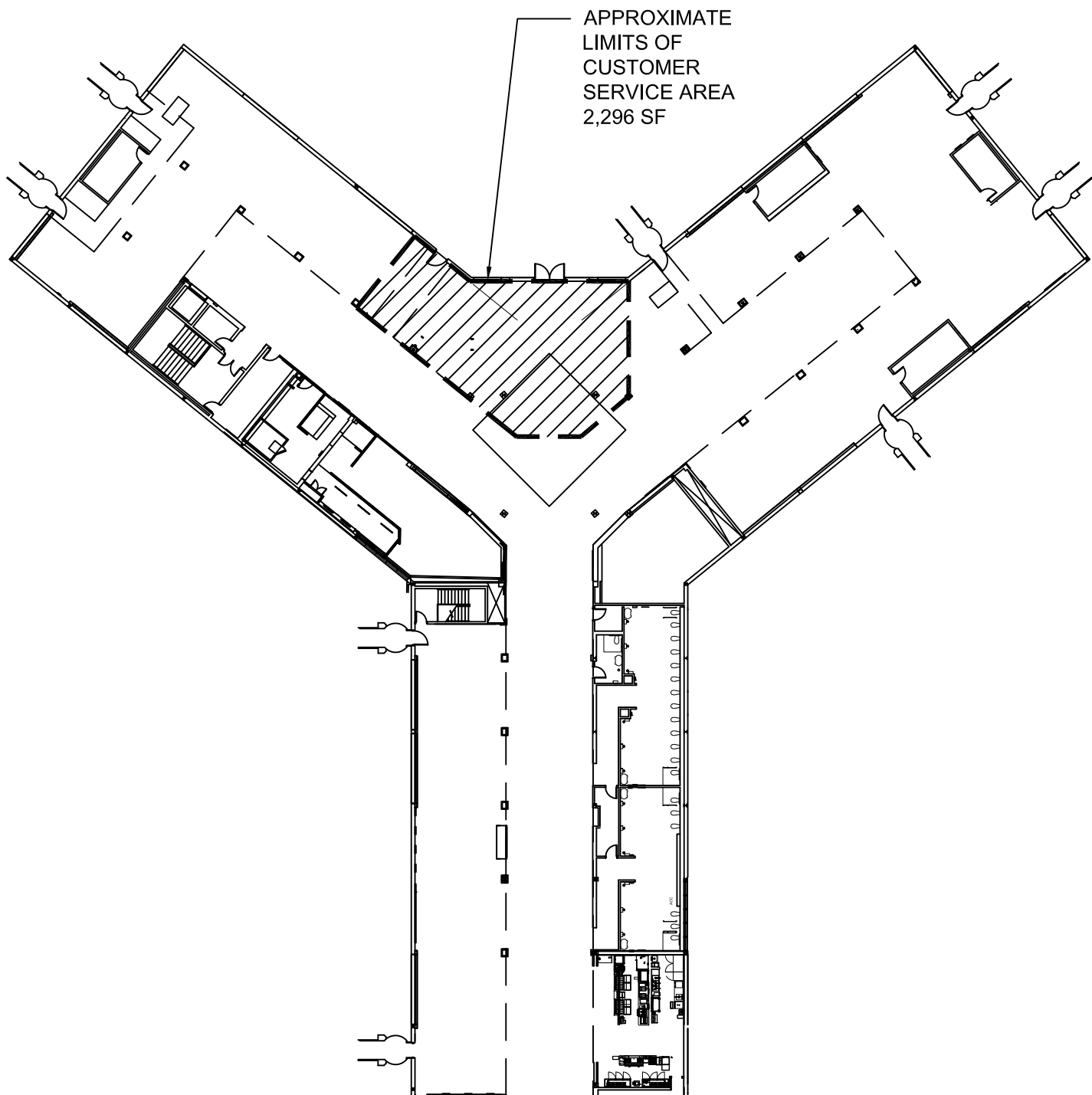
## **X. GENERAL**

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

## **EXHIBIT A**

### **CONCESSION SERVICE AREA(S)**

DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY.



CUSTOMER SERVICE AREA  
DEPARTURES TERMINAL - SECOND FLOOR, BRAVO CONOURSE

NORFOLK, VIRGINIA

EXHIBIT A  
MAY 2025





## EXHIBIT B

### RESPONDENT PROPOSAL SUBMISSION FORM RFP TITLE: A FULL-SERVICE SPORTS THEMED BAR AND RESTAURANT CONCESSION – CONCOURSE B

TO: NORFOLK AIRPORT AUTHORITY

A. The undersigned hereby offers to enter into a contract with the Norfolk Airport Authority

("Authority") to provide a Full Service Bar and Restaurant – Concourse B in connection with the Authority's REQUEST FOR PROPOSAL dated May 9, 2025, which is incorporated herein by this reference. Respondent's Proposal attached hereto describes in full the specific Services which Respondent wishes to provide the

Authority and Respondent's qualifications and experience.

B. Full legal name of Respondent: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

D. Principal business address of Respondent:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

#### **2. Title VI Solicitation Notice**

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

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

During the performance of this Contract, the 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);

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

- 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);
- 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).

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

#### **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 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

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

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.

## **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 D**

### **NAA Airport Concession Disadvantaged Business Enterprise Program, Attachment 7, Form 1 and 2**

**Link to find the NAA ABDCE Program Document:**

<https://www.flyorf.com/wp-content/uploads/2025/04/Norfolk-International-Airport-ACDBE-Program-4-14-25.pdf>

## **ATTACHMENT 7**

### **FORM 1: AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☐

The bidder/offeror is committed to a minimum of \_\_\_\_ % ACDBE utilization on this contract.

☐

The bidder/offeror (if unable to meet the ACDBE goal of \_\_\_\_%) is committed to a minimum of \_\_\_\_% ACDBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Title



## FORM 2: LETTER OF INTENT

(THIS PAGE SHALL BE SUBMITTED FOR EACH ACDBE PARTICIPATING FIRM)

**Proposer** Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ACDBE Participant:** Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ACDBE Contact Person:** Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**Firm is performing as:** ☐ Certified ACDBE Sub ☐ Certified ACDBE Joint Venture Team Member

Certification #: \_\_\_\_\_

Applicable NAICS code (note: ACDBE must be certified in the trade of the contract): \_\_\_\_\_

Description of Work Item(s) To Be Performed By ACDBE	Estimated Gross Revenue Dollars (\$) To Be Earned	Percentage (%) of Total Contract Gross Revenues
TOTAL ACDBE % Credit Claimed for this Contractor		

The Proposer is committed to utilizing the above-named ACDBE firm for the work described above and the ACDBE agrees to participate as listed. The estimated participation is as follows:

ACDBE estimated gross revenues: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

Total Contract estimated gross revenues: \$ \_\_\_\_\_

The above-named firms affirm that it will perform the portion of the contract for the estimated gross revenues as stated above.

By: \_\_\_\_\_  
(Proposer Authorized Representative name) (Title)

\_\_\_\_\_  
(signature) (date)

By: \_\_\_\_\_  
(ACDBE Authorized Representative name) (Title)

\_\_\_\_\_  
(signature) (date)

**\* In the event the Proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void (make copies of this form as needed for each participant)**