



## **REQUEST FOR PROPOSALS**

**TITLE: Security Access Control System (SACS)**

**RFP #FY26-800-01**

**May 14, 2025**

**REQUEST FOR PROPOSALS**

## **I. REQUEST FOR PROPOSALS (RFP)**

### **A. Introduction**

The Norfolk Airport Authority (hereinafter referred to as the “Authority” or “NAA”) invites proposals from qualified and experienced contractors (hereinafter referred to as “Offerors”) to provide a fully integrated Security Access Control System (SACS) and Security Camera System solution at Norfolk International Airport. This system currently includes 236 door and gate controls and 253 digital and analog video cameras and supports approximately 2,500 active security badges. The Authority seeks a forward-thinking, security technology partner to manage, expand, and modernize the current system. The selected vendor will be responsible for delivering design, installation, configuration, training, support, and technology upgrades.

### **B. Background**

NAA requires continued operation and expansion of its integrated SACS and surveillance infrastructure, which spans the terminal and eight additional buildings. The Authority is committed to enhancing airport safety and operational efficiency while maintaining full compliance with regulatory standards, including TSA, FAA, DHS, CISA, and applicable NFPA codes. This project will address future scalability, integration of new technologies, modernization of badging systems, and incorporation of intelligent security features such as intrusion detection, video analytics, and performance reporting.

### **C. Scope of Work**

The selected Offeror shall be responsible for the end-to-end delivery of a secure, enterprise-grade Security Access Control System at Norfolk International Airport (NAA), designed to meet the operational and regulatory needs of the Authority. The scope includes conducting a phased 30/60/90-day site assessment and audit of the existing access control infrastructure to evaluate coverage, compliance gaps, and system performance. The Offeror will procure, install, and configure all necessary access control hardware and software, ensuring secure integration with NAA's existing IT and physical security systems. System design must address airport-wide coverage, including terminals, administrative areas, airside operations, baggage handling zones, and restricted access points. A comprehensive training plan must be provided for NAA's Security and IT teams, covering system usage, access level management, reporting, and incident response protocols.

### **D. Deliverables**

1. 30/60/90 Day Assessment Plan
2. Security System Build-Out Map

3. Technology Integration Report
4. Training Plan for IT and Security Teams
5. SLA with Onsite Parts Inventory Description
6. Warranty Coverage (Year 1 through Year 5)
7. Project Installation Plan and Timeline
8. Maintenance and Support Plan
9. KPI and Performance Analytics Reports
10. Hardware and Software Specifications
11. Incident Response and Intrusion Detection Features
12. Client Reference List
13. Licenses and Certifications
14. Proof of Regulatory Compliance
15. Call Matrix and Contact Protocol
16. Monthly Risk-Based Maintenance Report Template

E. Minimum Qualifications

1. The respondent's proposed lead team member assigned to this engagement must have at least five (5) years of experience in enterprise-grade security access control and video surveillance system projects, particularly in public venues such as airports, transportation hubs, or government facilities. A strong preference will be given to experience with government agencies, airports, or other high-security, high-traffic environments of similar size, scope, and complexity.
2. The respondent must operate as an independent entity and demonstrate the ability to provide objective, unbiased services in support of access control and surveillance system implementation. While collaboration with technology partners is acceptable, the Offeror must not have any conflicting financial interests or exclusive affiliations that could compromise the safety, security, or operational efficiency of the Authority's physical or digital security infrastructure. This ensures the vendor's recommendations and services are delivered in the best interest of the Authority without undue influence.

II. **GENERAL PROPOSAL REQUIREMENTS**

- A. RFP Response: In order to be considered for selection, Respondents must submit a complete proposal in response to this RFP for receipt not later than 2:00 p.m. (Local Time) on, June 25, 2025.
- B. One (1) electronic copy (PDF) of the Proposal must be submitted to the Authority via email to: [solicitations@norfolkairport.com](mailto:solicitations@norfolkairport.com).

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

### C. Proposal Format

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

specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal and paper copies. Additionally, the Respondent must submit a redacted copy of the proposal if invoking said protect. The classification of an entire proposal document or prequalification application, line item, prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the Respondent refuses to withdraw an entire classification designation, the proposal will be rejected.

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

### **III. SPECIFIC PROPOSAL REQUIREMENTS**

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

1. A Statement of Qualification. The Statement of Qualification section must include a comprehensive identification of the Respondent's qualifications and capacity to perform all requirements under the Scope of Services. The Respondent must support its ability to be responsible for all facets of the RFP, including professional background and experience of key personnel in the Scope of Services.
2. References. List three (3) clients who would provide references for Respondent where comparable services have been provided. Provide phone numbers, email, and mailing addresses for each of such references. Additional references from other clients, commercial service airports in particular, where comparable services have been provided may be included.
3. Conflicts. Disclose any potential conflicts that may arise due to Respondent's representation of other entities.

4. The name and contact information of the individual who would be the Authority's primary contact for coordination of services if the Respondent's company is selected.
5. Resumes of key individuals who will perform work covered under this RFP.
6. Location of office(s) from which the majority of the work would be performed.
7. The name and contact information of the staff person who is responsible for the Proposal and is to be contacted regarding any questions the Authority may have about the Respondent's response to this RFP.

#### **IV. SELECTION PROCESS**

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

## **V. EVALUATION AND AWARD**

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

<b>Criteria</b>	<b>Points</b>
<b>Plan of Execution</b>	<b>30</b>
<b>Qualifications and Experience</b>	<b>30</b>
<b>Costs and Fees</b>	<b>25</b>
<b>References</b>	<b>15</b>

### **B. Breakdown of Criteria**

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

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

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

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

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

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

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

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

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

**4. References (15 Points)**

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

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

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

The Authority reserves the right to invite one or more of the top-ranked Offerors for interviews or presentations to further evaluate their proposed security proposals and teams. If selected, the Offeror's proposed project team may be required to participate in an in-person interview or negotiation session at the Airport to discuss their qualifications, approach, and ability to meet the project requirements.

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

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

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



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

## **VI. SCHEDULE**

- Request For Proposal Start date: Wednesday, May 14, 2025
- On-site Pre-proposal meeting: Wednesday, May 21, 2025, Norfolk Airport, HR Offices Board Room 10:00am
- Deadline for Mandatory Submission: ADDENDUM NO. 1, Non-Disclosure Agreement: Wednesday, May 28, 2025. Submit in electronically to: [solicitations@norfolkairport.com](mailto:solicitations@norfolkairport.com)
- Deadline for question Requests: Wednesday, May 28, 2025. Submit in electronically to: [solicitations@norfolkairport.com](mailto:solicitations@norfolkairport.com)
- Responses to Questions Posted by: Monday, June 9, 2025
- Proposals Due by: Wednesday, June 25, 2025, at 2:00 EST Submit electronically to: [solicitations@norfolkairport.com](mailto:solicitations@norfolkairport.com)

The award is expected on Tuesday, July 8, 2025, and the Selected Offeror's performance of Services will begin immediately upon execution of the Authority's standard contractor contract.

## **VII. RFP EXHIBITS**

Exhibit A	Scope Of Work
Exhibit B	Proposal Form
Exhibit C	General Terms and Conditions for Services
Exhibit C1	Standard NAA Service Provider Agreement
Exhibit D	FAA Required Contract Provisions – Non-AIP Contracts
Exhibit E	Proof of Authority To Transact Business In Virginia
Exhibit F	Exceptions Page
Exhibit G	Proprietary Confidential Information Identification
Exhibit H	Vendor Data Sheet
Exhibit I	W-9 Form
Exhibit J	ADDENDUM NO. 1, Non-Disclosure Agreement

## **VIII. GENERAL**

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

**EXHIBIT A**  
**SCOPE OF WORK**  
RFP #FY26-800-01 Security Access Control System (SACS)

**Project Summary**

The Norfolk Airport Authority (NAA) is pursuing the continued operation and expansion of the Security Access Control System (SACS) and the Security Camera System that covers the terminal building, and 8 separate buildings currently incorporated in the existing SACS. It currently accommodates 236 door and gate controls and 253 digital and analog video cameras. The system currently processes approximately 2,500 badges.

A. The Proposal shall include:

1. A proposed 30/60/90 site assessment plan and audit of the current camera surveillance and access control system.
2. Introduce procurement, installation, and configuration of cameras, access control hardware badging hardware for two stations including associated software.
3. Ensure that any expansion/proposed expansion equipment will integrate with the current system.
4. NAA will require the proposer to present new and alternative technology associated with the NAA SACS system as the system is due for upgrades and or replacements.  
The current system manufacturer will be provided once the attached Non-Disclosure Agreement (NDA) is returned as prescribed in this advertisement.
5. Include a security system map displaying the proposed build out from #2.
6. Provide a description of the training plan for NAA IT support teams and users of the system.
7. Provide documentation for proposed ongoing system maintenance and support. Provide an example of a Service Level Agreement (SLA) your team will provide to NAA. NAA requests that the provider store a predetermined quantity of maintenance parts and electronic systems on the airport property. Please describe the inventory to be stored within the SLA.

8. The proposal should provide descriptions of network infrastructure requirements, hardware descriptions and functionality for all systems included in the proposal.
9. Included in the proposal, if your solution will be an on-premises or a hybrid solution.
10. It is the Proposer's responsibility to have the applicable licenses and certifications to perform all services in this RFP and to maintain compliance with all rules, regulations, codes, standards of TSA, FAA, CISA. Please provide your team's licenses and certifications.
11. The proposer shall comply and certify with the acceptance of applying to the RFP that they are aware and understand the NFPA 70 and 101 as well as accept the guidance of the NAA Safety representative, Fire Department and Police Department as well as NAA IT.
12. IP security systems that include intrusion monitoring.
13. Progressive projects your team has installed, consisting of high-quality video surveillance systems
14. Display your company's implementation of Intelligent door controllers and card readers.
15. Example SIDA badging capabilities that provide on-line application/screening capabilities.
16. Include Intrusion detection, incident response and communications systems if in your inventory.
17. Provide example of KPI (performance analytics) data reports.
18. Identity Management Software and integration paths with legacy equipment.
19. Workstation infrastructure capable of running associated security access control systems software at maximum settings/compacity (e.g., Communications Center / Security & Credentialing Office) – four stations with future expansion.
20. Identify if your hardware can integrate two badge printers and two biometric fingerprint machines.
21. Provide details of warranty coverage for each of the five years included in the RFP

22. Provide details of system support for each level, clearly identifying NAA capabilities and Proposer requirements. Include response times, remote and onsite capabilities. Include hourly rates for staff according to SME standing, basis for bill and any additional charges that would be included in all response calls. It should be noted that the RFP includes training for NAA IT staff to handle support to the extent possible.
23. Include proposed project installation plan and timeline.
24. The Proposer shall furnish all materials and equipment/tools that would complete any tasking repairs and projects.
25. Provide a list of at least five (5) clients for which the company has provided Security Access Control System (SACS) and the Security Camera System services in the last two (2) years; briefly identify the specific services provided for each and indicate the expiration date of the term of those agreements.

B. Proposer's equipment requirements

1. The Proposer shall furnish sufficient personnel and equipment to complete any task, repair or project in a continuous and synchronous manner once work has begun by utilizing a project management methodology
2. The Proposer's employees shall be required to wear clean and neat uniforms provided by the Proposer and approved by the Airport.
3. Proposer shall also furnish their employees with all the necessary PPE (Personal Protective Equipment) as specified by the Equipment Manufacturer.
4. The proposer will be responsible for ensuring that their employees wear all PPE required for the safe operation of equipment.
5. Proposer will be responsible for ensuring employees are badged at NAA to fully access all areas of airport required for installation.
6. The system shall ensure that the Airport will be able to take advantage of the latest technologies and upgrade features offered at the time of this award.
7. The Proposal should provide a full description of technical and maintenance process at all levels including Airport administrative responsibilities.

8. The proposer must be able to provide 24/7 phone support to the end user.
9. Special effort shall be made to minimize the interruption of airline operations and any disruption of passenger service during all maintenance or projects.
10. All materials used in the work shall be inspected, tested, and approved by the NAA IT and NAA safety teams before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the above stated NAA staff shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the NAA IT, shall be removed at the Contractor's expense.
11. The Proposer is required to provide repair and preventive maintenance services for the SACS system to include associated hardware, electronics, cameras touch panels, relays and switches. The Contractor is also required to provide repair and preventive maintenance for SACS interfaces such as external remote alarm notification. Reports documenting all preventive maintenance activities shall be maintained and submitted on a scheduled quarterly basis. The Proposer will be provided with designated space for storage of equipment for quick access by its employees. The inventory of required equipment will be agreed upon by the Proposer and NAA IT and safety leadership.
12. A monthly report concerning maintenance tasks is required. This report will become a part of a risk assessment associated with the entire SACS system.
13. Though the Proposer is not required to maintain staff on the NAA campus, a call matrix is required of the proposer and must be distributed to predetermined NAA staff.

**EXHIBIT B  
PROPOSAL FORM**

RFP #FY26-800-01 Security Access Control System (SACS)

TO: NORFOLK AIRPORT AUTHORITY

**A.** The undersigned hereby offers to enter into a contract with the Norfolk Airport Authority ("Authority") to provide services in connection with the Authority's REQUEST FOR PROPOSAL dated May 14, 2025, for the provision of qualified professional technology services to support, expand, and modernize our Security Access Control System (SACS) and Security Camera System, which is incorporated herein by this reference. Respondent's Proposal attached hereto describes in full the specific Services which Respondent wishes to provide the Authority and Respondent's qualifications and experience.

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

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

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

**D.** Principal business address of Respondent:

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

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

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

**F.** This Proposal will be irrevocable for a period of One Hundred Eighty (180) calendar days after the Due Date.

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**AUTHORIZED SIGNATURE OF RESPONDENT:**

Printed Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT C**  
**NORFOLK AIRPORT AUTHORITY**  
**GENERAL TERMS AND CONDITIONS**  
**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 Proposal 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 Proposal, 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 Proposal.

**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 Proposal, Contractor certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Contractor, Contractor, manufacturer or subcontractor in connection with their Proposal, 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 Proposal, 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 proposal in response to the Authority's request seeking to provide those products and/or services and represents that it has expertise in the type of products and/or services required.

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

**ARTICLE 1- RECITALS**

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

**ARTICLE 2- SCOPE OF SERVICES**

- 2.1 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](mailto: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/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);
- 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 proposal a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal 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 W-9

Form <b>W-9</b>	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give form to the requester. Do not send to the IRS.</b>
(Rev. March 2024)	<b>Go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</b>	
Department of the Treasury		
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.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> 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) _____ <b>Note:</b> 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)	<b>4</b> 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.)
	<b>3b</b> 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"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>														
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 <i>How to get a TIN</i> , later.	<b>Social security number</b> <table><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>					-								
				-										
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<b>Employer identification number</b> <table><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>					-								
				-										

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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	
2. 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	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> 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.	



**EXHIBIT J**  
**ADDENDUM NO. 1, Non-Disclosure Agreement**  
**Proposal Submission Requirement**

Request For Proposals: RFP #FY26-800-01 Security Access Control System (SACS)

MANDATORY DUE DATE: MAY 28, 2025

The purpose of this Addendum NO. 1 is to introduce the following Nondisclosure Agreement Requirement (NDA) to all potential submitters.

To receive the responses prepared for questions submitted during the Q&A period (Addendum 2), each firm must complete and return a signed Nondisclosure Agreement (NDA) by May 28th 2025. The NDA is required due to the inclusion of sensitive and/or proprietary information in the prepared answers to questions provided during the question period.

Please have an authorized representative of your company sign and return the NDA as soon as possible. Upon receipt of the signed agreement, the Q&A document will be provided. *Please sign this document AND the attached NDA.*

\*All other terms and conditions of the original RFP remain in effect.

Note: A signed acknowledgement of this addendum must be received via email to [solicitations@norfolkairport.com](mailto:solicitations@norfolkairport.com) either prior to the proposal due date and hour or attached to your proposal submission. The signature on this addendum does not substitute for your signature on the original bid/proposal document. The original bid/proposal document must be signed.

Bruce Tingle  
Senior Manager, Controller

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

## **NONDISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is made effective as of           Date          , by and between           Recipients Company           ("Recipient") and NORFOLK AIRPORT AUTHORITY ("Authority" or "Disclosing Party").

The Disclosing Party has requested, and the Recipient has agreed, to protect any confidential material and information that the Disclosing Party may share. Therefore, the parties agree as follows:

- I. **Confidential Information.** The term "Confidential Information" refers to any and all confidential, proprietary, or non-public information exchanged between the parties, whether directly or indirectly. This includes, but is not limited to, all Authority network systems and associated network physical and logical information, revealed on or after the Effective Date, regardless of whether the Confidential Information is disclosed in writing, orally, or through other forms of communication or observation.
- II. **Term.** The term of this Agreement will begin on the Effective Date and will remain in effect until           10 Years           from the Effective Date ("Termination Date"), unless terminated earlier as outlined in the Termination section below. The Termination Date may be amended by mutual written consent. During the term of this Agreement and indefinitely after the Termination Date, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure.
- III. **Termination.** Either party may terminate this Agreement prior to the Termination Date, with or without cause, upon   60   days' written notice to the other party ("Early Termination"). Upon Early Termination, the Recipient will continue to be legally bound to continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.
- IV. **Protection of Confidential Information.** The Recipient understands and acknowledges that the confidential and sensitive IT information of Norfolk Airport Authority has been built and configured for the continued operations of the airport and that this information is critical to the safety of travelers, tenants, staff, and assets of and within the airport. Confidential Information is a valuable, special, and unique asset of the Norfolk Airport Authority, which needs to be protected from improper disclosure. Confidential Information is considered Sensitive Security Information per 49 CFR Part 1520 and as such may not be disclosed by Recipient except as authorized by federal regulations or without the Authority's prior written consent. In consideration for receiving Confidential Information, the Recipient agrees as follows:
  - a) **No Disclosure.** The Recipient will hold the Confidential Information in strict confidence and not disclose the Confidential Information to any person or entity without the prior written consent of the Authority.

- b) **No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Authority.
- c) **Unauthorized Use.** The Recipient will promptly advise the Authority representative if the Recipient becomes aware of any possible unauthorized disclosure or misuse of Confidential Information.
- d) **Application to Employees.** The Recipient will not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom the Confidential Information is disclosed will sign a non-disclosure agreement substantially the same as this Agreement at the request of the Disclosing Party.

**V. Exceptions to Confidential Information.** Confidential Information, as it is used in this Agreement, does not include the following information: (a) information that is publicly known due to prior nonconfidential disclosure by the Disclosing Party; (b) information that is not considered Confidential Information received by the Recipient from a third party who has no confidentiality obligation; (c) information unrelated to Confidential Information that is independently created by the Recipient; (d) information disclosed by Disclosing Party as required by law, and (e) any other information that both parties agree in writing is not considered Confidential Information.

**VI. Unauthorized Disclosure of Confidential Information - Injunction.** The Recipient acknowledges and agrees that violation of this Agreement is grounds for legal action under state and federal law. Violation of this Agreement is grounds for a civil penalty and other enforcement or corrective action by the U.S. Department of Homeland Security. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure. a Since there can be no adequate remedy at law if any Confidential Information is disclosed or is at risk of being disclosed in breach of this Agreement, The Recipient acknowledges and agrees that the Disclosing Party will be entitled to temporary or permanent injunctive relief in the event of breach of this Agreement by the Recipient, as well as other remedies as provided by law. The Disclosing Party will not be prohibited by this provision from pursuing other remedies, including claims for damages and other penalties.

**VII. Return or Destruction of Confidential Information.** Upon termination of this Agreement or upon written request from the Authority, the Recipient must return all Confidential Information and property belonging to the Authority. This includes, but is not limited to, records, notes, data, memoranda, models, and equipment of any kind that is in the Recipient's possession or control and that constitutes Confidential Information. The Authority may require proof from the Recipient that all copies or extracts of confidential information have been promptly and permanently deleted.

**VIII. Relationship of Parties.** Neither party has an obligation under this Agreement to purchase any service or item from the other party or commercially offer any products

using or incorporating the confidential information. This Agreement does not create any agency, partnership, or joint venture.

- IX. No Warranty.** No warranties are made by the Disclosing Party to the Recipient under this Agreement with respect to the Confidential Information, including warranties of merchantability, fitness for a particular purpose, or noninfringement. Any information exchanged under this Agreement is provided "AS IS. " The Disclosing Party does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information will be solely at risk of the Recipient.
- X. Indemnification.** To the fullest extent permitted by law, Recipient, its successors, assigns and guarantors, agrees to 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 Recipient or anyone directly or indirectly employed by Recipient or anyone for whose acts any of them may be liable relating to the disclosure or sharing of Confidential Information under this Agreement.
- XI. Immunity.** Recipient acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein will be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity under Virginia law, and Authority expressly reserves those rights to the fullest extent allowed by law.
- XII. Governing Law and Venue.** The laws of the Commonwealth of Virginia will govern the validity, interpretation, performance, and enforcement of this Agreement. In the event of any legal action arising from this Agreement, the Parties agree that venue and jurisdiction will be in the state or federal courts located in the City of Norfolk, Virginia.  
**Attorney's Fees.** In the event the Authority initiates legal action against the Recipient for any claims arising under this Agreement, the Authority will be entitled to recover, in addition to any other damages awarded, all reasonable attorneys' fees and costs incurred in such legal action, , including any appeals.
- XIII. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Agreement supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

**XIV. Amendment.** This Agreement may be modified, amended, or supplemented only if the changes are made in writing and signed by both parties.

**XV. Severability.** If any provision of this Agreement will be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Signatories.** This Agreement will be executed by Frederick Forehand\_, on behalf of \_Norfolk Airport Authority\_\_, and delivered in the manner prescribed by law as of the first date written above.

Frederick Forehand  
IT Manager  
Norfolk Airport Authority

**Signatories.** This Agreement will be executed by \_\_\_\_\_, on behalf of \_\_\_\_\_, and delivered in the manner prescribed by law as of the first date written above.