NORFOLK AIRPORT AUTHORITY

REQUEST FOR PROPOSAL

TITLE: INTEGRATED COMMON USE PASSENGER PROCESSING (CUPPS) AND FLIGHT INFORMATION DISPLAY SYSTEM (FIDS) REPLACEMENT

RFP-FY27-102-01

JULY 9, 2026

TABLE OF CONTENTS

EXHIBIT “A”
GENERAL INFORMATION AND REQUIREMENTS

RFP TITLE PAGE	
RFP TITLE	Integrated Common Use Passenger Processing System (CUPPS) and Flight Information Display System (FIDS) Replacement
RFP ID#	RFP-FY27-102-01
ISSUE DATE	July 9, 2026
SEND INQUIRIES TO	**solicitations@norfolkairport.com**
PRE-PROPOSAL MEETING DETAILS	July 20, 2026 @ 2:00 PM ET (Non- Mandatory)
QUESTIONS DUE DATE	July 24, 2026 @ 2:00 PM ET
PROPOSALS DUE DATE	August 7, 2026 @ 2:00 PM ET
INTERVIEW DATE	August 24, 2026 – If desired by Authority, In-Person

ADDENDUM 1	Provide Date, Initial Acknowledgment Here:
ADDENDUM 2	Provide Date, Initial Acknowledgment Here:
ADDENDUM 3	Provide Date, Initial Acknowledgment Here:

AUTHORIZED SIGNATURE OF RESPONDENT:

____
Signature

____
Name & Title

A. Purpose of the Request for Proposal ("RFP")

The Norfolk Airport Authority ("Authority") seeks proposals from interested, qualified and experienced firms ("Offerors", "Bidders", "Contractors") to provide an integrated Common Use Passenger Processing and Flight Information Display System at Norfolk International Airport ("Airport", "ORF"). The Offeror must also provide a Gate Management System that integrates with the CUPPS/FIDS system. Qualified firms must demonstrate considerable experience directly related to the services to be provided.

B. Statement of Needs

Norfolk International Airport served nearly 4.9 million passengers in 2025. Its seven commercial airlines offer nonstop service to more than 40 cities coast to coast. American, Breeze, Delta, Frontier, JetBlue, Southwest and United offer daily arrivals and departures to major cities through the United States.

This project will implement a fully cloud-based Common Use Passenger Processing System (CUPPS) with Common Use Terminal Equipment (CUTE) and integrated Flight Information Display (FIDS), Gate Information Display (GIDS), Baggage Information Display (BIDS) and a Gate Management System (GMS) to support the airlines operating at Norfolk International Airport.

The CUPPS environment will provide airlines, ground handlers, and airport staff with a flexible, shared technology platform for passenger check-in, ticketing, boarding, and baggage processing. The system will enable multiple carriers to use the same workstations, network, and infrastructure while maintaining secure and independent access to each airline's operational applications.

The Authority anticipates awarding contracts to one or more qualified Offerors based on the needs of the Authority and the results of the evaluation process.

C. Proposal Submission Instructions

To be considered for selection, Offerors must submit a complete proposal in response to this RFP for receipt by the Authority not later than the due date listed in Exhibit "B". The proposal must follow the following formats:

1. Failure to submit all information requested may result in: (1) the Authority requiring prompt submission of missing information l. The Norfolk Airport Authority will not be responsible for delays in the delivery of responses. It is the sole responsibility of the Respondent to ensure that its response reaches the Authority by the designated date and time.

2. Proposals shall 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 firm 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

firm in a contract. Firm name and authorized signature must appear on each page that calls for this information.

4. 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 shall also list the state in which it is incorporated. A partnership Respondent shall give the full names and addresses of all partners. All partners shall execute the Proposal. Partnership and Individual Offerors shall 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 firm or company, with city and state and telephone number, shall be given after the signature.

5. 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. Offerors are not expected to expend resources developing story boards, creative copy, and similar materials. The total number of pages shall be limited to 50, not including the required exhibit pages included in the RFP.

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.

D. Proposal Submission Requirements

To be considered for selection, Offerors must submit a complete response to this RFP. One (1) original must be submitted to **solicitations@norfolkairport.com**. Proposals should be of all attachments, proof of certification(s), if applicable, and acknowledged addenda. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals. All distribution of documents, questions and answers will be posted to the Authority's website at **www.FlyORF.com/airport-business**. RFP responses must be received by August 7, 2026 at 2:00 PM ET. Responses shall be submitted via email to **soliciations@norfolkairpot.com** only. Faxed, mailed, or hand delivered bids **WILL NOT** be accepted.

The Authority will not be responsible for delays in the delivery of responses. It is the sole responsibility of the Bidder to ensure that its response is properly submitted by the designated date and hour.

The submitted proposal must be contained in a single PDF. If there is proprietary or trade secret material in the proposal, a second Public Copy PDF must be submitted. The Proposal must include all required forms and information as follows:

1. Required Exhibits:

Exhibit “A”	Header Sheet- signed
Exhibit “E”	Vendor Data Sheet
Exhibit “F”	Proposal Form
Exhibit “H”	Exceptions Page
Exhibit “L”	Authorization to Transact Business in Virginia
Exhibit “M”	Proprietary / Confidential Information Identification
Exhibit “N”	Cost Proposal Form
Exhibit “O”	IRS Form W-9

2. Response to the Scope of Work (Exhibit “C”) shall include the following information:

i Executive Summary

Provide an Executive Summary that describes your approach to the project, how you will meet the Authority’s objectives and why the Authority should select your company.

ii Company Profile, Qualifications and References

Include a brief overview of your company as well as a direct response to each of the required qualification criteria.

- Minimum of three similar CUPPS/FIDS installations
- At least one cloud-based deployment with at least 1,000,000 annual enplanements
- 24/7 support center in North America

Include at least three airport references with a brief description of the project and contact information.

Include a list of deployed sites with projects of similar scope.

iii Project Understanding and Approach

Confirm your understanding of the project scope and provide a summary description of your solution and approach.

iv System Design and Functionality

Provide a description of your solution and how it meets the defined technical requirements and Authority objectives.

v Data Center

Include a description of your approach to cloud computing including the hosting company, disaster recovery, business continuity and cyber security.

vi Project Plan

- Project Description

Provide a description of your approach to the project including any recommended phases.

- Staffing Plan and Key Personnel

Explain how you will staff this project and provide a list of key personnel, including their prior applicable experience.

- Design and Test Plan

Explain your approach to design, test and sign-off processes. Provide a description of how you will work with the Authority during these processes.

- Training Plan

Describe your approach to training users, maintainers and administrators.

- Support

Describe the support resources and structure that are available to meet the service level requirements described in the scope of work.

- Schedule

Include a draft Gantt chart covering all project phases.

vii Innovations

Provide any specific technical or project innovations that you believe go above and beyond the basic requirements of this RFP and explain how they will benefit the Authority or its customers.

viii Cost proposal

In this section, include any assumptions or clarifications regarding pricing. You are required to fill out and attach Exhibit “N”, Cost Proposal Form, to your response. Additionally, Offerors are required to provide a line item breakdown of cost for the tasks in Item A of the Cost Proposal Form. The line item breakdown must identify the items by quantity and unit cost that equal the cost for each Task reflected in Item A of the Cost Proposal. The Unit

Cost provided will be used to adjust quantities if and as needed during the implementation phase of the project. The Quantities used to calculate the cost and submit the Cost Proposal Form shall be based on the information contained in the RFP and any issued addenda.

3. Disclose any potential conflicts that may arise due to the Respondent's representation of other entities.

E. General Information

1. This solicitation and any resulting contract are subject to and shall incorporate the General Terms and Conditions attached hereto as listed in the Exhibit list above.

2. It is the responsibility of each Respondent to clarify any requirements of this RFP that are not understood. All inquiries pertaining to this RFP shall be submitted as directed in the Schedule above. Answers will be posted in the form of an addendum on the Airport website as necessary. No inquiries should be made to any other appointed or elected officials associated with the Authority.

3. 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.

4. Expenses for developing and submitting a Proposal are entirely the responsibility of the responding firms and shall not be chargeable to the Authority.

5. 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 state that Offerors will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6. If you need any reasonable accommodation for any type of disability to participate in this procurement, please contact the Authority as soon as possible.

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EXHIBIT "B"
SCHEDULE OF RFP & REQUIRED COMMUNICATION

The Norfolk Airport Authority ("Authority") has established the following schedule for the Request for Proposal. The Authority reserves the right to change the deadlines if it is in the best interest and beneficial to its operations. Any changes will be communicated as Amendments in the same method as the original posting. Times are stated as local to the Authority (ET).

All communication including questions must be directed to **solicitations@norfolkairport.com**. Please include the RFP Number in the subject line. Emails sent to any other address may not receive a response. Proposals must be submitted to **soliciations@norfolkairport.com**.

Authority's Request for Proposal Number: **RFP-FY27-102-01**

July 9, 2026	**Issue Request for Proposal**
July 20, 2026 at 2:00 PM ET	**Non-Mandatory Preproposal Meeting** **Board Room** **Norfolk International Airport** **2200 Norview Avenue** **Norfolk, VA 23518**
July 24, 2026 at 2:00 PM ET	**Deadline to submit Questions**
July 31, 2026 at 2:00 PM ET	**Authority Issues Responses to Questions**
August 7, 2026 at 2:00 PM ET	**Deadline to Submit Proposal**
August 24, 2026	**Interviews if desired by Authority (In-Person)**
August 28, 2026	**Expected Intent to Award Issuance**
September 25, 2026	**Contract Execution (No later than this date)**

Services will begin immediately upon execution of the Authority's standard contract, or as otherwise directed by the Authority.

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EXHIBIT “C”
SCOPE OF WORK

Norfolk International Airport served nearly 4.9 million passengers in 2025. Its seven commercial airlines offer nonstop service to more than 40 cities coast to coast. American, Breeze, Delta, Frontier, JetBlue, Southwest and United offer daily arrivals and departures to major cities through the United States.

This project will implement a fully cloud-based Common Use Passenger Processing System (CUPPS) with Common Use Terminal Equipment (CUTE) and integrated Flight Information Display (FIDS), Gate Information Display (GIDS), Baggage Information Display (BIDS) and a Gate Management System (GMS) to support the airlines operating at Norfolk International Airport.

The CUPPS environment will provide airlines, ground handlers, and airport staff with a flexible, shared technology platform for passenger check-in, ticketing, boarding, and baggage processing. The system will enable multiple carriers to use the same workstations, network, and infrastructure while maintaining secure and independent access to each airline’s operational applications.

<u>Existing Conditions</u>:

1. **CUPPS**
   - The Authority currently uses the Amadeus server-based platform for CUPPS
   - 9 ticket counter positions (two computer positions per counter)
     - Each position includes workstation, monitor, boarding pass printer, bag tag printer and passport keyboards
     - 9 ea 24” back wall monitors
   - 11 gate counter positions at 11 gates across two concourses (two positions per counter)
     - Each position includes workstation, monitor, boarding pass printer, bag tag printer and passport keyboards
     - One boarding pass scanner per gate counter
     - One 24” information monitor on back wall per gate
2. **FIDS**
   - The Authority currently uses the Daifuku’s Intersystems platform for FIDS and BIDS
   - 57 ea 42” FIDS/BIDS Screens through the Terminals, Garages and Concourses
   - 5 Baggage Claim Carousel Input Devices in the Arrivals Terminal Basement
   - 10 Baggage Claim Information Screens on Carousels in Arrivals Terminal
     - Not replaced with this project
3. **GMS**
   - The Authority’s Operations Department currently uses an AeroCloud product for gate management
4. **Airlines**
   - American, Breeze, Delta, Frontier, JetBlue, Southwest and United currently provide service at Norfolk International Airport

Required Deliverables:

1. **System Overview**
   - System must work with airlines currently operating at Norfolk International Airport
   - The Authority will not pay to certify or add existing airlines to the system at any time after the award of this contract
   - Provide a fully integrated Common Use Passenger Processing System (CUPPS), Common Use Terminal Equipment (CUTE) and Flight Information Display (FIDS), Gate Information Display (GIDS), and Baggage Information Display (BIDS) systems solution for airline and ground handling operations at ticket counters and gates, and for passenger information through the terminal environment.
   - Include all design, procurement, installation, configuration, testing, training, and commissioning of software and networking required for operation.
   - Support CUPPS applications, enabling airlines to access their native or emulated host environments.
   - Provide a modular, scalable system adaptable for future expansion and new airline integrations.
   - All systems must be energy-efficient, commercially supported products with long-term parts availability.
   - Ensure all systems share a common data source for flight and operational information.
   - Cloud Deployment: All core system components shall operate in a secure, fully cloud-based environment with high availability, redundancy, and data backup. Vendor must describe hosting environment, data protection, uptime guarantees, and compliance with applicable cybersecurity and data privacy standards. Data should be formatted in a non-proprietary format, that is capable of being transferred to other systems.
   - Digital Signage or Advertising Display: May use the same infrastructure as FIDS/BIDS or may use other existing displays owned by the Authority.

2. **CUPPS/FIDS Base Systems to be Included**
   - All existing components to be replaced with new
   - For all monitors provide devices as needed to display information as needed per base system requirements
   - CUPPS/CUTE Workstations: Airline agent positions at ticket counters and gates, equipped with compliant hardware and peripherals.
     - Replace existing 24” monitors with 55” monitors
   - Flight Information Display System (FIDS): Display system providing real-time flight information for arrivals, departures, gates, and baggage.
     - Replace existing 42” monitors with 55” monitors
   - Gate Information Display System (GIDS): Gate-area displays showing flight and boarding status, integrated with FIDS and CUPPS.
   - Baggage Information Display System (BIDS): Baggage carousel information screens integrated with FIDS data feeds.
   - System Management: Centralized administration portal for configuration, monitoring, and user management across all deployed systems.

- Training and Documentation: On-site and/or remote training for airport and airline staff, including system manuals and maintenance procedures.
- Include capability to provide user-based accounting by user airline for Authority's cost-recovery purposes.
- System must allow the Authority to display emergency messaging as needed with a preference to override full screens with emergency message if warranted by situation.
- System must be able to provide digital curbside signage for airline identification.

3. Equipment and Hardware Requirements

The Authority will furnish the following items:

- Information Technology (IT) closet(s) – racks/servers/temperature control
- Networking Components: Managed switches, patch panels and cabling with UPS protection as necessary
- Conduit with wiring from all stations (check-in, gate, FIDS, GIDS, BIDS, ATO data port, Concession data port) homerun to the IT closet
- Millwork with inserts for equipment for all airline common use equipment at gates and ticket counters

Respondents shall offer all hardware and equipment. Including, but not limited to:

- Common Use Workstations
- Boarding Pass and Bag Tag Printers
- Boarding Pass Readers
- Displays: Commercial-grade monitors and associated display driver units as necessary for counters, gates, and public FIDS/BIDS locations; brightness suitable, size and resolution for terminal environment.
- Networking Components: All other equipment components required to ensure a fully functional system with UPS protection as necessary

4. Software and Functional Capabilities

- Centralized Management Console: Unified interface for configuration, monitoring, and maintenance of all systems.
- Windows 11 or newer operating system for desktops; prefer Windows Server 2022 or higher for servers and SQL 2022 or higher for databases.
- Web-Based Access: Browser-compatible administration tools and airline host connectivity.
- Real-Time Data Synchronization: Ensure that CUPPS, FIDS, BIDS and GIDS share consistent flight data from a single data source.
- Automated Software Updates: Secure process for deploying patches, firmware, and application updates with rollback support.
- Operational Reliability: Built-in high availability and failover capability to minimize operational downtime.
- Reporting Tools: Provide system performance, device status, and usage analytics.

5. Cybersecurity and Data Protection

- API Connectivity: The system shall support secure API-based integration for airline onboarding, preferably provided and hosted by the System/Software-as-a-Service (SaaS) provider rather than the airport. The Offeror shall describe the security controls, authentication methods, and network protections used to support this provider-hosted API model.
- User Access Controls: The system shall support multifactor authentication (MFA) and provide configurable MFA policies. The Offeror shall describe how its MFA capabilities align with current industry best practices and mitigate risks caused by inadequate MFA strategies.
- Role-based Access Controls (RBAC): The system shall support RBAC and is preferred to have Granular Access Control (GAC) in order to precisely define user permissions.
- Session Controls: System must support configurable inactivity timeouts and automatic session lock or logout.
- Secure Remote Access: VPN or equivalent secure channel for remote management connections.
- Endpoint Protection: Antivirus, malware detection, and system monitoring on all connected devices.
- Network Security: Encrypted data transmission (in transit and at rest), VLAN segmentation, and firewall management for isolation of airport operational systems.
- PCI-DSS Compliance: Vendor must outline measures to minimize exposure of payment data where applicable.
- User Data Ownership: All data entered or generated by our organization shall remain our exclusive property.
- User Data Storage Location: All user supplied data, whether in transit or at rest, must reside within the continental Unites States, where applicable.
- All data provided, generated, or entered by our organization shall remain our exclusive property. The vendor may not access, analyze, or use this data for model training, algorithm refinement, or any other artificial intelligence-related purposes unless we provide explicit, written consent.

6. Project Management

- Installation project management, engineering, configuration, and documentation
- Commissioning, training, and warranty support

7. Support, Warranty, and Maintenance

- 24/7 Support: Remote help desk available with defined response times
- Training: Provide a plan to train airport staff to ensure all components of equipment are available and functional for use during operational periods
- Warranty: Include minimum one-year warranty on all hardware and software.
- Preventive Maintenance: Provide maintenance schedule and update plan for all supplied systems to keep all equipment relevant for the functions being performed.
- Spare Equipment: Recommend spare units for key components such as printers and scanners. The prices of these components shall be reflected on the Cost Proposal Form.
- Implementation Schedule: Submit a detailed project plan identifying milestones for installation, integration testing, and final acceptance.

- Describe remote monitoring and system performance reporting capabilities
- Describe plan to keep all software

Optional Deliverables:

The following items are considered optional. If available, the Offeror should provide information on their solution as well as the associated pricing on the Cost Proposal Form. The cost for these optional items will not be included in the evaluation process.

- Resource Management Module: For gate, counter, or baggage assignment planning.
    - This solution must be fully integrated with the CUPPS/FIDS solutions and must share the same data source
    - System will alert when a gate conflict is created and is capable of reallocating gate assignments from one gate to another via drag/drop method
    - Query tool for historical gate utilization information
    - Ability to run gate utilization report
    - Ability to manually add flight schedule
    - Ability to simulate gate and stand assignment scenarios for future planning (preferably ninety days out)

Future Deliverables:

Vendors may be asked to provide the following solutions in the future as needed to meet airport operational needs. Offerors must speak to their ability or inability to provide these services in their proposal. Pricing for these items is not to be included in the Cost Proposal Form. The inability to provide these services will not be scored against the Offeror in the evaluation process.

- Common Use Self Service Kiosks
- Biometric Solutions

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EXHIBIT “D”
SELECTION, EVALUATION, & AWARD PROCESS

Selection Process

The Authority intends to select one or more offerors but reserves the right to accept none of the Proposals, to negotiate for modification of the Proposal with the Selected Offeror, 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 Offeror is selected for contract negotiations, the Selected Offeror may be required to prepare and submit additional information prior to final contract execution.

The Authority may elect to conduct interviews as part of this RFP. Offerors 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 firms. The Authority may make such investigations as deemed proper and necessary to determine the ability of the offeror to perform the services, and the offeror must 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, in the Authority’s sole discretion.

Evaluation Process

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 given to the Offeror who is determined by the Authority, in its sole discretion, to be fully qualified and best suited among those submitting proposals. This determination will be based on the following evaluation factors and associated scoring on the next page.

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Evaluation Criteria

	Points
Cloud Based	Pass/Fail
Technical Functionality	20
Implementation Plan & Schedule	20
Experience & Qualifications	15
Support	15
Cost Proposal	30
Total	100

Award Process

Following the submission of Proposals and any subsequent interviews the Authority may wish to conduct; the Authority will consider all available information and may select multiple offerors with whom it will make a good faith effort to negotiate an agreement. The Authority will select offerors determined by the Authority in its sole discretion, to be best qualified, responsive, responsible, and best suited to meet its needs and objectives among those submitting Proposals. In the event the Authority determines, in is sole discretion, that one Offeror is best suited to provide the services, the Authority may elect to proceed with negotiations with that Offeror.

In the event an agreement cannot be reached with selected offerors, the Authority reserves the right to terminate negotiations with no obligation to the first selected offerors. 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 substantially similar to Exhibit '"I" and which 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 five (5) additional years. The Authority's standard contract and standard terms and conditions are attached to the RFP as Exhibit "I".

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.

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EXHIBIT "E"
VENDOR DATA SHEET
(Submit with Proposal)

Note: The following information is required as part of your response to this solicitation.

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

2. **Vendor's Primary Contact:**

Name: Phone: Email:

____

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good

or service: ________________ Years Months

4. **Vendor Information:**

FIN or FEI Number:______________________________ If Company, Corporation, or Partnership
eVA Vendor ID or DUNS Number: _____________________________

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EXHIBIT "F"
PROPOSAL FORM #RFP-FY27-102-01
(Submit with RFP)

TO: NORFOLK AIRPORT AUTHORITY

A. The undersigned hereby offers to enter a contract with the Norfolk Airport Authority ("Authority") to provide services in connection with the Authority's REQUEST FOR PROPOSAL dated July 9, 2026 for Integrated Common Use Passenger Processing System and Flight Information Display System Replacement. Offeror's Proposal attached hereto describes in full the specific Services which Offeror wishes to provide the Authority and Offeror's qualifications and experience.

B. Full legal name of Offeror: _________________

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

____

____

____

D. Principal business address of Offeror:

____

____

____

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

____

____

____

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

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

H. Offeror 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. Offeror hereby certifies that no officer, director, employee, or agent of Offeror 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. Offeror 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 Offeror has obtained the express prior approval of the Authority for that individual.

J. Offeror 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 Offeror to provide the Service, and that Offeror 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 Offeror pursuant to this Proposal or the REQUEST FOR PROPOSAL shall be given to the following individual:

____

Name & Title

______________________________ ( )

Email Address ____ ______________

Phone Number

____

Mailing Address

AUTHORIZED SIGNATURE OF OFFEROR

____

Signature

____

Name & Title

EXHIBIT "G"
NORFOLK AIRPORT AUTHORITY
GENERAL TERMS AND CONDITIONS

APPLICABLE TO PROCUREMENT OF EQUIPMENT, PRODUCTS AND/OR SERVICES

1. **Qualifications of Offerors:** The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to provide the equipment, products or services, and the Offeror 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 Offeror fail to satisfy the Authority that such Offeror 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 Offeror 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 Offeror 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 or employee (other than authorized personnel for this RFP) in connection with any procurement is prohibited and will constitute cause for disqualification of the Offeror.

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 Offeror will comply with all applicable federal, state, and local laws, rules, and regulations.

7. **Ethics in Public Contracting:** By submitting a Proposal, Offeror certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, Offeror, manufacturer or

subcontractor in connection with their Proposal, and that Offeror has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

9. **Subcontracts:** No portion of the work will be subcontracted without prior written consent of the Authority. If the Offeror desires to subcontract some part of the work specified herein, the Offeror will furnish the Authority with the names, qualifications and experience of the proposed subcontractors. The Selected Offeror will remain fully liable and responsible for the work to be done by its sub-contractor(s) and will ensure compliance with all requirements of the Contract.

10. **Taxpayer Identification Number:** The Selected Offeror 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 Offeror:** Prior to the start of any work under the Contract, the Offeror 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 Offeror:** 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 Offeror 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 Offeror then within thirty (30) days after receipt by the Authority of the Offeror's invoice, which will be considered the invoice receipt date, the Authority will pay to the Offeror the amount approved. The date on which payment is due will be referred to as the Payment Date.

13. **Payments by the Offeror to Subcontractors:**

(a) The Offeror is required to pay interest to any of its subcontracts or subcontractors on all amounts owed by the Offeror that remain unpaid after seven (7) days following receipt by the Offeror 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 Offeror will include in each of its subcontracts a provision requiring each Offeror or other subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Offeror or subcontractor.

(c) Any obligation of the Offeror to pay an interest charge to Offeror 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 Offeror, 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 Offeror'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 Offeror 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 Offeror. 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 Offeror will be responsible for all damages incurred by the Authority as a result of the Offeror's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Offeror 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 Offeror 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 Offeror must stop work, including but not limited to work performed by subcontractors and Offerors, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the Offeror will be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Offeror 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 Offeror will not assign the Contract between the Authority and the Offeror, in whole or in part, without the written consent of the Authority.

18. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, Offeror 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 Offeror'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 Offeror's performance; provided that Offeror 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 Offerors, 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, Offeror 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 Offeror agrees as follows:

(1) The Offeror 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 Offeror. The Offeror agrees to post in conspicuous places

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Offeror, in all solicitations or advertisements for employees, will state that Offeror 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 Offeror 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 Offeror.

(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 Offeror will comply with applicable federal, state, and local laws and regulations. The Offeror 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. Offeror 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, Offeror 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 Title13.1 or Title 50 of the Code of Virginia, Offeror 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, Offeror will provide Authority a statement describing why Offeror 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:** Offeror 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. Offeror may need access to these secure areas to complete the work required by this Agreement.

Offeror 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 Offeror, its agents, employees, subcontractors, or invitees.

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

26. **Debarment Status:** By entering the Contract, Offeror 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.

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EXHIBIT “H”
EXCEPTIONS
(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 in Exhibit “G” and the Service Provider Agreement attached as Exhibit “I”.

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 used in evaluation scoring by the Authority.

____
Offeror

____
Printed Name & Title

____
Signature

EXHIBIT "I"
NORFOLK AIRPORT AUTHORITY
SERVICE PROVIDER AGREEMENT (SAMPLE)

Contract # 00000-FYYY-00

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered this [date] day of [month], 2026 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

1.1 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 subcontractor or any personnel of any such subcontractor 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

5.1 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”.

5.2 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

9.1 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 nonappropriation 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

10.1 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

11.1 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;

11.2 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

11.3 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

12.1 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

13.1 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

14.1 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 subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Agreement.

ARTICLE 15- SOVEREIGN IMMUNITY

15.1 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

16.1 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

18.1 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

19.1 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.

19.2 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, subcontractor, or invitees.

19.3 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.

19.4 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 Vendor, Vendor will notify the Airport Police Department that the Vendor's access authorization or that of any of Vendor's agents, employees, subcontractor, or invitees has changed. Vendor will confirm that notice, by written confirmation on company letterhead, within twentyfour (24) hours of providing initial notice to the Airport Police Department.

19.5 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 Vendor, Vendor will surrender any Airport Security Identification Badge held by Vendor or by Vendor's agents, employees, subcontractor, 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

20.1 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 subcontractor in connection with Vendor’s performance of services under the requirements of this Agreement.

ARTICLE 21- VENDOR AN INDEPENDENT CONTRACTOR

21.1 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, subcontractor 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

23.1 All notices required or made under this Agreement to be given by either party to the other will be in writing and will be delivered by hand, by United States Postal Service, or sent via email. to procurement@norfolkairport.com.

NORFOLK AIRPORT AUTHORITY
Representative(s): [name of dept POC]
Email Address: Procurement@norfolkairport.com
Physical Address: 2200 Norview Avenue, Norfolk, VA 23518

[VENDOR NAME]
Representative(s):
Email Address:
Physical Address:

23.2 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

24.1 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.

24.2 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 thirdparty 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.

25.6 In all contracts for goods or services that exceed $10,000, as required by § 2.2-4311.3, Va. Code, the use of forced or indentured child labor in the performance of the contract is strictly prohibited and the contractor is required to include such prohibition in every subcontract or purchase order that exceeds $10,000, so that the prohibition will be binding upon each subcontractor or vendor.

ARTICLE 26- APPLICABLE LAW

26.1 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

27.1 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:

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

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

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

27.2.2 It will require each subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subconsultant or subcontractor during the term of this Agreement; and

27.2.3 To maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subconsultants and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

27.3 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

28.1 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 "J".

ARTICLE 29- AMENDMENTS OR MODIFICATIONS

29.1 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

30.1 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.

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

NORFOLK AIRPORT AUTHORITY

Signature: ______________________________________

Printed Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

[VENDOR NAME]

Signature: ______________________________________

Printed Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

WITNESS[1]

____
Signature

Name: ________________________

[1] Witness attestation not required if electronically signed

EXHIBIT "J'
FAA REQUIRED CONTRACT PROVISIONS FOR NON-AIP PROJECTS
(effective 03/17/2026)

1. **Civil Rights- General**

- In all its activities within the scope of the contract, the Contractor agrees to comply with pertinent statutes, executive orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person will, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- This provision obligates the Contractor from the bid/proposal solicitation period through the completion of all services under the contract. If the Contractor transfers its obligations under the contract to another, the transferee is obligated in the same manner as the Contractor.

2. **Title VI Solicitation Notice**

The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to a solicitation, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

The, 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 proposers that it will affirmatively ensure that, for any contract entered into pursuant to this procurement, all contractors 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, creed, sex , age, or disability in consideration for an award.

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not); and
- 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; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

4. **Compliance with Nondiscrimination Requirements**

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

- **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination*:*** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex , age, or disability in the selection and retention of subcontractors, including procurements of materials and contracts of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials,

or contracts of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

5. **Leases and Other Uses of Airport Property**

- The Contractor, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

- In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the contract and to enter or re-enter and repossess the facilities thereon, and hold the same as if said contract had never been made or issued.

6. **Disadvantaged Business Enterprise:**

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Norfolk Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A. **Contract Assurance**:

For contracts covered by the Authority's DBE Program, the Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

a. Withholding monthly progress payments;

b. Assessing sanctions;

c. Liquidated damages; and/or

d. Disqualifying the Contractor from future bidding as non-responsible.

B. **Prompt Payment** (49 CFR § 26.29):

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

C. **Termination of DBE Subcontracts** (49 CFR § 26.53(f)):

The prime contractor must not terminate a DBE subcontractor listed in response to the Solicitation (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Authority. Unless the Authority consent is obtained, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Authority may provide such written consent only if it agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Authority and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

7. **Federal Fair Labor Standards Act:**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

EXHIBIT "K"
INSURANCE REQUIREMENTS
PRODUCTS AND SERVICES - OFF THE AIRFIELD

1. Insurer Requirements

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

2. Policy Conditions

All policies of insurance will contain provisions that advance written notice will be given to the Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. If there is a reduction in the Aggregate Limit of any policy, Vendor will immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Vendor agrees to obtain replacement coverage as soon as possible.

All liability insurance policies obtained by Vendor to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name the Authority as an additional insured as to the services of Vendor under this Agreement and will contain the severability of interests provisions.

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

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

3. Authority Acceptance

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

Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that s/he is an authorized representative thereof.

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

In addition, copies of all insurance policies will be provided to the Authority, on a timely basis, if requested by the Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested, must be furnished to the Authority at least thirty (30) days prior to the date of expiration.

4. Noncompliance

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

5. Required Coverages

Commercial General Liability (CGL) Insurance, Business Automobile Insurance (BAP), Pollution Liability Insurance if specified, Workers' Compensation, and Employers Liability Insurance (WC) to protect the Vendor, Subcontractors, and the Authority from third-party, employee and volunteer liability claims for bodily injury, personal injury, property damage, products liability, completed operations, the use, loading and unloading of any licensed vehicles and the bodily injury, on site and off site pollution occurrences, occupational sickness or disease including death and disability benefits of the Virginia Workers' Compensation Act arising out of the Vendor's or Subcontractors completed work or work in progress for at least those limits illustrated below.

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

Commercial General Liability

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

Business Automobile

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

Workers' Compensation and Employers Liability

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

Excess Third-Party Liability As Specified

General Aggregate	$1,000,000
Products-Completed Operations	$1,000,000
Each Incident Limit	$1,000,000
Retention	None or $10,000
Over and Above these Primary Placements:	Maximum

Commercial General Liability
Business Auto Liability Including Hired and Non-Owned Auto Liability Employers Liability

Professional Liability	$1,000,000
Cyber Liability	$1,000,000

Vendors' Pollution Liability If Specified

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

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

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EXHIBIT "L"
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.)
- □ Offeror/Bidder 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).

____
Offeror/Bidder Company

____
Printed Name & Title

____
Signature

EXHIBIT “M”
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
(Submit with RFP)

Name of Offeror:

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of §2.2- 4342F 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, including the section of the bid in which it is contained, as well as the page number(s), 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 a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire bid document, line-item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder refuses to withdraw such a classification designation, the bid will be rejected.

Section / Title	Page Number(s)	Reason(s) for Withholding

EXHIBIT "N"
COST PROPOSAL FORM
(Submit with RFP)

REQUIRED DELIVERABLES

A. CUPPS/FIDS Implementation Cost

Task	**Cost**
Project Management	$
Implementation (Includes Equipment and Labor Costs)	$
Training	$
User Acceptance Testing	$
Subtotal A =	**$**

B. Hosting/License/Support Cost

Task	**Cost**
Year 1	$
Year 2	$
Year 3	$
Year 4	$
Year 5	$
Subtotal B =	**$**

Required Deliverables - Cost of Base 5 Year Contract	
Total Cost A + B =	**$**

OPTIONAL DELIVERABLES

C. Resource Management Module

Task	**Cost**
Year 1	$
Year 2	$
Year 3	$
Year 4	$
Year 5	$
Total C =	**$**

Respondent Name: ______________________

Title: ______________________

Company Name: ______________________

Authorized Signature: ______________________

Date: ______________________

EXHIBIT "O"

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

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.

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

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.