REQUEST FOR PROPOSAL

COMPUTER AIDED DISPATCH (CAD) AND RECORD MANAGEMENT SYSTEM (RMS)

NORFOLK INTERNATIONAL AIRPORT
NORFOLK, VA

PREPARED by:
NORFOLK AIRPORT AUTHORITY
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SECTION I  REQUEST FOR PROPOSAL

1.0 Request for Proposal Synopsis

The Norfolk International Airport Authority (Authority) is seeking prospective offerors to provide replacement Computer Aided Dispatch (CAD) and Law Enforcement Records Management Systems (RMS) to replace Authority’s end-of-life legacy CAD and RMS systems. The Authority is seeking proposals from qualified offerors to configure, implement, and maintain a fully-functional, turn-key, scalable, seamlessly integrated, Commercial off the Shelf (“COTS”) CAD and Police RMS in accordance with the terms and conditions of this RFP.

The purpose of this Request for Proposal (RFP) by the Norfolk (VA) International Airport Authority (Authority) is to solicit sealed proposals from qualified Offerors to implement an integrated Computer Aided Dispatch (CAD) and Law Enforcement Records Management (RMS) on behalf of the Authority Police Department (NAPD) Emergency Communications Center (Dispatch) and other public safety agencies as noted within. The NAPD CAD/RMS will be a multi-department solution that will provide enhanced information sharing and has the potential to greatly improve the overall effectiveness of each of the stakeholder organizations. A complete system can facilitate this for the Authority stakeholders by improving the integration, analysis, and dissemination of information both within and across Authority organizations.

1.1 Airport Authority Public Safety Overview

The Authority operates within the Cities of Norfolk and Virginia Beach providing domestic and international flights as well as general aviation capabilities to the southeastern Virginia and Northeastern North Carolina area. The Authority operates a combined public safety communication center for its Police and Fire agencies.

The Airport Dispatch Center (Dispatch) serves as the telecommunications Public Safety Answering Point (PSAP) and dispatch operations center for the delivery of all Fire and Rescue and Police services to the patrons and employees of the Norfolk International Airport. Dispatch operates a seven-digit number emergency call center and does not have a 911 number with the call information/call management tools of a typical 911 PSAP. Dispatch handles emergency and non-emergency calls from the public, the airlines, airport tenants, and various airport department employees within the Airport environment.

The Airport Police Department (NAPD) is a stand-alone law enforcement agency which provides services for the Authority. The NAPD is staffed by a Chief of Police, 36 sworn officers and 8 civilian staff.
The department members fulfill the following law enforcement operations: patrol, traffic, canine unit, police records, investigations, training, internal affairs, crime analysis, evidence, and intelligence. The NAPD are the primary law enforcement agency that supports the passenger and baggage screening mission of the Transportation Security Administration (TSA) and their screening efforts.

The Airport Fire Department (NAFD) is an Airport Rescue and Firefighting (ARFF) fire department whose primary responsibility is to respond to airfield emergencies. The NAFD are a non-transport, treatment-only organization, who support the City of Norfolk Fire and Paramedical Services, who provide ALS and transport services for medical response to incidents at the Authority.

1.2 CAD and RMS Replacement Priorities
The Authority CAD/RMS Replacement Request for Proposal (“RFP”) has three core mandates:

1. Replace the legacy Police and Fire CAD and RMS software suite with a modern system that meets the Needs of the Authority’s public safety operational requirements.
2. Implement solutions designed with modern information technology standards to meet the Authority’s objective to prolong the life of the new CAD/RMS system and postpone the need for CAD/RMS system replacement.
3. Develop integrated solutions with CAD system interfaces that promote operational efficiency and collaboration across public safety departments.

The Authority has identified primary objectives for the CAD/RMS replacement products:

- Enhance the safety of Police and Fire Rescue first responders.
- Reduce the overall response times.
- Enhance the reliability, accuracy, and quality of data.
- Alleviate the current workload and burden placed on communications dispatchers.
- Improve the reporting and incident case management tools.
- Improve the coordination of police, fire and EMS resources.
- Improve the cost effectiveness of PSAP operations.
- Improve the interoperability of available applications.

1.3 Replacement Limitations/Project Exclusions
Offerors for the Authority’s CAD/RMS replacement systems are encouraged to align proposed products and services with the core requirements identified in this solution. The Authority also encourages prospective offerors to include optional tools and applications not specifically identified as a core
requirement for the Authority to maximize the benefit and use of offeror’s CAD and RMS products with the following exclusions:

**EMD/Pre-Arrival Systems:** The Dispatch Center is a small 2-seat operation’s center whose employees serve as call takers and dispatchers in support of public safety and airport support operations. Dispatchers do not provide pre-arrival instructions for medical incidents, therefore, an interface to an emergency medical dispatch program is not required and not requested as an optional application.

**Mobile Hardware:** The NAPD does not anticipate utilizing mobile laptops for their field units.

**Electronic Patient Care Reporting Systems:** The NAFD is an airfield support organization that also provides medical first response before handing off patients requiring transport to medical facilities to the City of Norfolk first responders. NAFD medical first responders use software and tablets to document patient information. No ePCR products/tools are required or requested as optional products/solutions.

### 1.4 Authority CAD and RMS Replacement Project Background

The Airport Dispatch Center is the non-emergency and emergency center for the Authority serving the police, fire, and other various departments within the Authority. In 2015, the current CAD and LERMS offeror, DaPro Systems Inc. (Roanoke, VA), notified the NAPD it would immediately cease new software releases and end support of its “IBR Plus” CAD and Records Management systems in 2018. In addition, DaPro also notified customers that it would also cease support of integration among many interconnected systems including the Virginia Criminal Information Network (VCIN), National Crime Information Center (NCIC), Virginia Department of Motor Vehicles (DMV) records systems, as well as other systems.

In May 2016, the NAPD began a CAD / RMS working group to facilitate the replacement of the DaPro systems and considered integration of related systems to enhance capabilities for the regional public safety stakeholders.

In 2017, with a commitment from the Authority executive leadership and approval of the Authority Board of Commissioners, approval was granted to improve interdepartmental interoperability and effective communication, committed to replace the existing CAD/RMS system that provides shared access to all Authority departments and meets the collective needs of the stakeholders.

The proposed solution must advance the overall mission, goals, and objectives of the Authority by making public safety personnel more effective in preventing, combating, and responding to public safety
matters through strategic resource deployment. The Authority identified strategic goals and objectives for CAD/RMS replacement project:

- Improve the interoperability of applications.
- Enhance the reliability, accuracy, and quality of data available operating on the principle of public safety matters through reduced overall response times.
- Improve incident location and call type accuracy.
- Enhance the safety of Police and Fire/Rescue first responders.
- Alleviate the current workload burden placed on communications dispatchers.
- Improve the reporting and incident case management tools.
- Improve the coordination of police, fire, and EMS resources.
- Improve the cost effectiveness of PSAP operations.

1.5 Authority Information Technology Environment
The following section provides an overview of the Authority’s current technology landscape. This section should be considered informational and does not imply or represent a preference or requirement for any one platform or technology for the CAD and RMS systems. The Authority is planning an upgrade to current public safety IT infrastructure and since the CAD/RMS applications are mission-critical core systems, the Authority is including CAD and RMS requirements in the planning of the upgraded environment. The Authority is seeking to replace end-of-life legacy systems that limit the Authority ability to control access to these core systems, track and monitor all users and uses of the systems; improve reporting and analytical capabilities; and ultimately to improve internal capability to ensure the safety of our first responders.

Table 1-1 contains an overview of the existing Airport Dispatch Center technology and applications. Offerors should review this summary and 1) confirm the fit of their CAD and RMS product with the existing environment, or 2) provide guidance on the optimal technical environment (products and applications) for their CAD and RMS product suite.
### Table 1-1. Inventory of Authority Dispatch Center Technologies

<table>
<thead>
<tr>
<th>System</th>
<th>Offeror/Product</th>
<th>Description/Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone System</td>
<td>Avaya</td>
<td>No plans to replace phone system</td>
</tr>
<tr>
<td>CAD</td>
<td>DaPro</td>
<td>To be replaced by this RFP process</td>
</tr>
<tr>
<td>RMS</td>
<td>DaPro</td>
<td>To be replaced by this RFP process</td>
</tr>
<tr>
<td>Radio Console</td>
<td>Motorola MCC 5500</td>
<td>No plans to replace radio system</td>
</tr>
<tr>
<td>Access System</td>
<td>CCure</td>
<td></td>
</tr>
<tr>
<td>Fire Alarm System</td>
<td>Siemens Fire Alarm</td>
<td>PSCs have six alarm systems to monitor in the Center. The Authority would be interested as an option to provide the Dispatchers with workstation tools to aggregate the alarm monitors into one view.</td>
</tr>
<tr>
<td>Alarm System</td>
<td>Siemens Field Alert</td>
<td></td>
</tr>
<tr>
<td>Alarm System</td>
<td>Tri Tonics</td>
<td></td>
</tr>
<tr>
<td>Alarm System</td>
<td>Quick Alert</td>
<td></td>
</tr>
<tr>
<td>TTY/TDY</td>
<td>Ultratec</td>
<td>No plans to replace the TTY/TDY equipment. Very minimal use of this service.</td>
</tr>
<tr>
<td>Voice Recorder</td>
<td>RevCord V. 8</td>
<td>Critical system, no plans to replace</td>
</tr>
</tbody>
</table>

**Dispatcher Workstations Specifications**

- HP 280 G2 MT (Non-Legacy)
- Windows 10 Pro 64 bit
- Intel Core i5-6500
- 8GB memory
- Single Hard Drive
- 64bit Operating System

The principal applications running on CAD dispatch workstations include:

- Windows 10 Pro
- Microsoft Silverlight
- Adobe Reader
- Internet Explorer
- Windows Media Player
**Keyboards:** Consoles in dispatch have - Logitech keyboards

**Monitors:** All Consoles have - (Quantity 2)19-inch Dell LED monitors

**Radio:** All Consoles have – a 22-inch monitor for Motorola MC5500

Dispatch also has a stand-alone, secure workstation used for VCIN access.

**Current Network and Server Environment**

<table>
<thead>
<tr>
<th>IT Infrastructure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Firewalls</td>
<td>Barracuda</td>
</tr>
<tr>
<td>Network Switches</td>
<td>Cisco 2960x switches</td>
</tr>
<tr>
<td>Network Throughput</td>
<td>Gigabit throughput for the LAN</td>
</tr>
<tr>
<td>HP ProLiant 360 G7 Servers</td>
<td>Running Windows Server 2008 OS</td>
</tr>
</tbody>
</table>

**2.0 General Terms and Conditions**

**2.1 Scope of Work**
Offeror shall provide comprehensive information about their proposed core CAD/RMS solution.
Proposer is encouraged to provide as much information as required to ensure Norfolk Airport Authority personnel obtain an all-inclusive understanding of the proposed core suite solution. Proposer may use graphics, slide deck presentations, white papers, user manuals and media (e.g., CD/DVD) to articulate the benefits of the proposed system.

**2.2 Offeror Qualifications**
The Authority requires prospective offerors to have:

- A proven CAD and RMS solution successfully implemented and employed by public safety organizations of similar size and scope of operations.
- A minimum of six years of experience providing full cycle of public safety system implementation from design through implementation; including transition planning and training delivery.
- A highly qualified and experienced Project Manager, subject matter experts, and technicians required to support the Airport CAD and RMS replacement.
2.3 Offeror References
Offeror shall provide a minimum of four references of similar size and agency/operational type including the following information:

- Agency name
- Agency type (police communications, airport communications)
- Agency size (population served)
- Project Description
- Point of Contact information
- Name
- Title
- Telephone Number
- Email Address

2.4 Projected CAD RMS Timeline
The legacy CAD and RMS systems are nearing end of life for support and the Authority is seeking to establish an aggressive timeline for replacement.

The Authority Police Department administrative staff will oversee the CAD/RMS Replacement Project (Project) and the Authority’s Project Manager will oversee completion of the project. The Project Manager shall provide overall direction of the project, and will manage the selected offeror, project schedule, the implementation of the system and the acceptance of deliverables.

The Authority encourages prospective offerors to present an implementation plan that aligns with the goal of an expedited transition to a new CAD (priority) and RMS solution. A detailed replacement timeline estimate will be reviewed during the proposal conference for review and feedback from the CAD/RMS offeror community.

2.5 Proposal Overview

2.5.1 Proposal Documents

The Proposal Documents consist of the following:

Section I. Request for Proposal
Section II. CAD/RMS Functional Workbooks to be completed by Offeror
Section III. Cost Workbook to be completed by Offeror
Section IV. Proposal Forms and Terms and Conditions
2.5.2 Definitions

Certain definitions are provided in the Proposal Documents. Except as otherwise specifically defined elsewhere, terms defined in the Contract which are used in any of the Proposal Documents shall have the meanings assigned in the Contract.

**Airport** shall mean the land and premises in the City of Norfolk, Commonwealth of Virginia, and lands contiguous thereto which may be acquired from time to time by the Authority for Airport purposes and which shall comprise the Norfolk International Airport.

**Authority** shall mean the Norfolk Airport Authority, owner and operator

**Agreement** or **Contract** shall mean this Contract including the Proposal, the Request for Proposals, the Terms and Conditions and all exhibits and schedules referenced therein or attached thereto which are all hereby incorporated herein as if fully set out.

**Improvements** shall mean all planning, design work needed to supply and finish all improvements, equipment, and vehicles necessary for the operation of the Computer Aided Dispatch (CAD) and Law Enforcement Records Management Systems (RMS) Replacement.

**Services** shall mean the provision of all necessary personnel and equipment to provide Computer Aided Dispatch (CAD) and Law Enforcement Records Management Services (RMS) Replacement at the Airport as defined in the Proposal Documents.

**Proposal Documents** shall mean the Request for Proposals, the Proposal Form, the Contract, and all exhibits referenced therein or attached thereto, all of which are incorporated herein by this reference as if fully set out.

2.5.3. Copies

Copies of the Proposal Documents are available upon request to:

Shelia Ward, Director of Operations
Norfolk Airport Authority Norfolk International Airport
2200 Norview Avenue, Norfolk, Virginia 23518
sward@norfolkairport.com

Copies are also available by visiting the Norfolk International Airport website, under the Business Opportunities link at [http://www.norfolkairport.com/business-opportunities](http://www.norfolkairport.com/business-opportunities).
2.5.4 Proposal Conference

A Proposal Conference for all interested parties has been scheduled for Wednesday, March 28th, 2018 at 10:00 AM EST in Conference Room A, Airport Conference Center, Norfolk International Airport, 2200 Norview Avenue, Norfolk, Virginia 23518. An Authority Representative will be available to review the Proposal Documents and to answer any questions. Attendance at the proposal conference is optional yet encouraged. Upon request the Authority will provide a conference bridge telephone number for interested offerors to attend remotely. To request the dial in number please contact Shelia Ward (contact information listed in 2.5.3).

2.5.5. Questions from Offerors

The Authority encourages all prospective offerors to present any questions regarding the Proposal Documents at the Proposal Conference. Offerors may submit written questions about the Proposal Documents by email by April 3rd, 2018 4:00 PM EST to Shelia Ward, at sward@norfolkairport.com.

The Authority may issue addenda to the Proposal Documents as it determines appropriate in response to questions received. Such addenda and any official answers will be posted on the Authority website and distributed by email to potential offerors who signed in at the Proposal Conference or who have otherwise registered for the proposal.

2.5.6 Unauthorized Contact

Except for communications specifically authorized herein, contact with any official or employee of the Authority, including any Commissioner, in connection with this procurement or the Proposal Documents is prohibited and may be cause for disqualification of the Offeror. The Authority will not meet individually with any Offeror prior to receipt of Proposals.

2.6 Submission of Proposals

2.6.1 Due Date

Proposals will be received until the Due Date which will be Wednesday, April 25th, 2018 at 10:00 a.m. in the offices of the Authority at the following address:

Norfolk Airport Authority
Norfolk International Airport
2200 Norview Avenue
Norfolk, Virginia 23518
Attn: CAD/RMS RFP Bid
After the Due Date (Wednesday, April 25th, 2018 at 10:00 AM EST), Proposals will be publicly opened in Conference Room B, Airport Conference Center, Norfolk International Airport, 2200 Norview Avenue, Norfolk, Virginia 23518. Proposals must be delivered in sufficient time for receipt by the Authority not later than the Due Date. It is the sole responsibility of the Offeror to assure that the Authority receives the Proposal prior to the time specified. Proposals or modifications thereto received after the Due Date will not be considered.

2.6.2 Schedule

The proposed schedule is subject to change at the sole discretion of the Authority.

Table 2-1 Tentative RFP Schedule

<table>
<thead>
<tr>
<th>Authority CAD RMS Replacement Schedule – TENTATIVE</th>
<th>Tentative Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event</td>
<td></td>
</tr>
<tr>
<td>RFP Released</td>
<td>March 14th 2018</td>
</tr>
<tr>
<td>Proposal Conference</td>
<td>March 28th 2018 1000AM</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>April 3rd 2018 4 PM EST</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>April 25th 2018 10:00 AM EST</td>
</tr>
<tr>
<td>Evaluation Period Begins</td>
<td>April 25th- May 25th 2018</td>
</tr>
<tr>
<td>Shortlisted Demos</td>
<td>June 20-28th 2018</td>
</tr>
<tr>
<td>Final Evaluation</td>
<td>July 2-13th 2018</td>
</tr>
<tr>
<td>BAFOs and Selection</td>
<td>July 16-27th 2018</td>
</tr>
<tr>
<td>Award</td>
<td>August 2018</td>
</tr>
<tr>
<td>Project Launch</td>
<td>September 2018</td>
</tr>
</tbody>
</table>

2.6.3 Proposal Format

The Proposal must be signed on behalf of the Offeror and acknowledged as specified on the Proposal Form. Optional or additional items must be clearly identified. An original plus six (6) copies and one electronic copy on a USB flash drive of the Offeror’s Proposal and all attachments must be contained in an envelope which shall be sealed, conspicuously endorsed with the Offeror’s name, the words “Airport CAD/RMS”, the date, time and place the Proposal is to be received. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. All pages of the Proposal should be numbered. Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the Proposal should be contained in that single volume. Responders should also submit one (1) electronic copy of their complete response on a USB Flash drive utilizing Microsoft Office tools.
2.6.4 Proposal Submittal Requirements

Prospective Offerors should utilize layperson terms and common terminology wherever possible, and submit a response that follows the following format:

1. **Cover Letter**

The cover letter will provide a brief history of the Offeror, its organization and any partnerships if applicable. The letter will indicate the principal or officer of the Offeror organization who will be Authority and NAPD’s primary point of contact during the RFP process. This individual must have the authority to officially provide information concerning all aspects of the scope of services and provisions on behalf of the Offeror. A company officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

2. **Executive Summary**

The Offeror will provide an executive summary that presents in concise terms the Offeror’s understanding of the RFP. In addition, the Offeror must clearly and specifically detail any and all exceptions to the Terms and Conditions and other criteria identified in this RFP.

3. **Offeror Response**

The offeror will provide an acknowledgement or response to each section in Section I Request for Proposal.

4. **CAD/RMS Functionality Worksheets**

The Authority CAD and RMS Functionality Worksheets lists common COTS system functionality and features. The worksheets will assist Authority as a checklist during the evaluation process. Authority is seeking a total COTS solution therefore the worksheet is not intended to represent minimum mandatory requirements. It is also known that the proposed systems will have functionality and features not listed in the worksheet. Offerors must accurately complete the CAD/RMS Functionality Worksheets, which are included in Section II Attachment A and Attachment B of this proposal.
Offeror should review each functionality in the worksheet and assign a Response Code (RC) that reflects the capability of their applications to meet the Authority needs. All worksheet responses must be included as an attachment and not embedded in the proposal response. Offeror must include one of the following Response Codes for each listed requirement in the column captioned Response Code:

- **“EF”** - Existing Functionality: Item will be met by proposed existing software that is installed and operational at other sites. An “EF” response to any item signifies that the proposed system provides the actual capability to meet the criteria as a Core feature, without additional cost and without extensive user intervention. Indirect or implied solutions to meet the criteria shall not be coded “EF”.
- **“UD”** - Under Development: Item will be met by software that is currently under development, in beta test, or not yet released. Provide target date for future release. If there are additional costs associated with this feature/functionality please note the cost, the line item number in the optional pricing section of the Cost Proposal Worksheet.
- **“TP”** - Third Party: Item will be provided through a third-party solution partner, utilizing a solution or interface that has been implemented successfully elsewhere. As the Public Safety System Integrator Prime, please identify all Partnerships for the systems that are not a Core integrated product. If there are additional costs associated with this feature/functionality please note the cost, the line item number in the optional pricing section of the Cost Proposal Worksheet.
- **“C”** - Customization. This item would require customization by vendor to meet requirements. “Customization is defined as altering the code of the proposed system, so it is no longer considered a COTS system.

<table>
<thead>
<tr>
<th>Reference Number</th>
<th>Specification Description</th>
<th>Response Code (EF, UD, TP, NA)</th>
<th>Vendor’s Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>GR1</td>
<td>Should have the ability to quickly log off an operator and log on a new operator, without the need to exit from CAD or re-start the program. This will facilitate shift change and relief for breaks.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
• "NA" - Not Available: Requirement cannot be provided.
• Vendor comments are optional, but encourage especially for any item not marked EF

Note: An omitted response will be scored as an “NA” response. Any deviation from the response codes will be interpreted at the discretion of Authority.

5. **Cost Proposal**

The Cost Proposal must meet the following requirements for submission in response to the Authority CAD/RMS RFP.

a. The offeror must submit a Cost Proposal in a separate binder from the technical proposal response. The Cost Proposal shall be delivered in a separate sealed envelope labeled Authority CAD/RMS Cost Proposal.

b. The Cost Proposal Worksheet provided in Section III Attachment C must be used in completing the cost proposal.

c. Offerors must submit one e-copy with the cost proposal binder.

d. The Offeror shall categorize all items required to support implementation of the CAD/RMS, each item shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

e. The offeror will ensure the core proposed systems are clearly identified and included on the Cost Proposal worksheet, separated from any or all optional costs. The optional costs should be included as independent line items.

f. Provide all applicable costs such as (Shipping, Insurance, Warranty, System Discounts, and other Relevant Costs to be determined by the Offeror).

g. The Offeror will ensure the core proposed systems are clearly identified and included on the Cost Proposal worksheet and separated from any or all optional costs.

h. All initial and recurring costs shall be included in the Cost Proposal. Provide all applicable costs such as (Shipping, Insurance, Warranty, System Discounts, Other Relevant Costs to be determined by the Offeror).

i. **Software Maintenance** - Detailed annual costs for a total of five years for the proposed system in yearly increments and/or by multi-year package if applicable. Note: First year of maintenance should be included in the overall project implementation cost.
j. Payment schedule based upon the following milestones:

- Contract Signing: 10%
- Project Kick Off Meeting: 10%
- Data Gathering/Configuration Training: 20%
- Product Installation: 10%
- Customer Training: 20%
- Go Live: 20%
- Final Acceptance: 10%

k. Cost of licenses and average annual percentage increases and what is covered under license agreement.

l. Cost of maintenance and average annual percentage increase and what is covered under maintenance agreement.

m. Hardware Maintenance—Please show annual costs for four years for all hardware.

n. Authority requests proposed costs be valid for a three-year period. Offerors shall articulate compliance with this request and if not, clearly identify any item(s) that do not comply with this request.

2.6.5 Failure to Comply with RFP

It is essential that the information and requirements of the Proposal documents be carefully studied and adhered to in the preparation and submission of Proposals. Failure to comply with the restrictions and provisions contained herein may be cause for rejection of the Proposal.

2.6.6 Incorporation of Representations

In making a Proposal, the Offeror expressly offers to assume all the obligations and liabilities contained in the Proposal Documents, including the representations and warranties made by the Operator in the Contract.

2.6.7 Offeror’s Expenses

The Authority will not return Proposals. All expenses for preparing, presenting, and submitting Proposals or for travel in connection with Proposals shall be borne by Offeror. The Authority is not liable for any expense incurred by Offeror prior to the issuance of the final Contract.

2.6.8 Addendum to RFP

If the Authority issues an addendum to the Contract prior to the date established for receipt of Proposals, a copy of the addendum shall be initialed by the Offeror and attached to the Proposal. If an
Offeror has already submitted a Proposal when the addendum is issued, the Offeror shall initial a copy of the addendum and submit it to the Authority to be attached to Offeror’s Proposal prior to the date established for receipt of Proposals. By initialing and submitting a copy of the addendum, the Offeror agrees that the terms of the addendum are incorporated into the Contract. The Authority shall have the right to refuse to consider the Proposal of an Offeror who fails to initial and submit a copy of such addendum prior to the date and time established for receipt of Proposals.

2.6.9 Burden on Offeror

It is the burden of Offeror to provide evidence in its Proposal that it is fully competent to provide the CAD/RMS replacement systems and services and that it has the necessary experience and capacity to fulfill the requirements of the Proposal Documents.

2.6.10 Additional Information

In addition to the specific requirements set forth in the Proposal Documents, the Authority may give oral or written notice to any Offeror at any time to furnish additional information, either in writing or in a verbal presentation, to representatives of the Authority relating to its qualifications to perform the obligations imposed by the Proposal Documents. The requested information shall be furnished in the format and within the time frame specified by the Authority. The giving of this notice to any Offeror shall not be construed as an acceptance of Offeror’s Proposal. The Authority reserves the right to consider in its evaluation and selection process such additional information obtained from Offerors or as the Authority may obtain from its independent investigation of Offerors.

2.7 Information about Offeror

The Proposal shall consist of a completed Proposal Form and the following information about Offeror which must accompany the Proposal Form:

a. The legal name and principal address of the Offeror.

b. The nature of the Offeror entity, i.e. corporation, partnership, individual, limited liability company or other.

c. If Offeror is a corporation, the following must be provided:
   i. The full name and address of each officer and director.
   ii. Certificate of good standing issued by the Virginia State Corporation Commission not more than thirty (30) days prior to the Due Date.
   ii. The identification number issued by the State Corporation Commission.
iii. If the Offeror is not incorporated under the laws of the Commonwealth of Virginia, a certificate of good standing from the state of incorporation and a certificate from the Secretary of the State Corporation Commission evidencing the Offeror’s legal qualification to transact business in Virginia.

d. If Offeror is a partnership or joint venture, the following must be provided:
   i. The full legal name and address for each partner, designating any general partners and limited partners.
   ii. A copy of Offeror’s partnership agreement.
   iii. Evidence that the Offeror is legally qualified to transact business in Virginia.

e. If Offeror is a limited liability company, the following must be provided:
   i. A statement of the names and addresses of the members designating any managing members.
   ii. A copy of Offeror’s articles of organization.
   iii. A copy of the current operating agreement.
   iv. Evidence that Offeror is legally qualified to transact business in Virginia.

f. If any of the officers, directors, partners, members, or other parties identified in the responses to subsections (c), (d), and (e) above is an entity and not an individual, provide the information requested in subsections (c), (d) and (e) above, as appropriate, for each such entity.

g. Provide either (i) a balance sheet and income statement, certified by a certified public accountant who is not otherwise an employee of Offeror, showing net worth as of a date not earlier than 120 days prior to the Due Date, and net income for a twelve-month period ending as of a date not earlier than 120 days prior to the Due Date; or (ii) a balance sheet and income statement for the preceding fiscal year, certified by a certified public accountant who is not otherwise an employee of Offeror, and net income for the preceding fiscal year, along with a statement from said certified public accountant indicating that the present financial condition of the Offeror is at least as good as that shown on the balance sheet and income statements submitted.

h. A completed Bank Reference Authorization (form attached to the Proposal Form).

i. A credit report issued by a nationally recognized credit reporting agency (e.g., Equifax, Experian) dated within thirty (30) days of the Due Date.
j. The name, address, and nature of any other business enterprise currently owned or operated by Offeror or anticipated to be owned or operated during the term of the Contract.

k. State whether Offeror has been convicted of any felony or a misdemeanor that involves moral turpitude (e.g., lying, cheating, or stealing).

l. Certify by signing the Proposal Form that the Offeror, and each officer, director, employee, and agent of Offeror who will be directly involved in the supervision, direction, management, or operation this project, has never been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d).

m. State whether Offeror has ever been found to be in violation of any regulatory order of any local, state, or federal governmental agency. If so, provide information regarding each such violation.

n. State whether Offeror has any pending criminal charges or is a party to any pending civil or administrative proceeding. If so, provide information regarding each such pending charge or proceeding.

o. State whether Offeror has ever filed a bankruptcy, reorganization, insolvency, or similar action or proceeding under any state or federal law. If so, provide information regarding each such proceeding.

p. Provide the information requested in subsections (g) through (q) for each Controlling Party of Offeror. For purposes of this RFP, a Controlling Party is a shareholder, officer, director, member, or partner of Offeror who either (i) owns or controls an interest in the Offeror which equals or exceeds fifty percent (50%) of Offeror’s units of ownership or control, or (ii) has authority for the management and supervision of the development and submittal of Offeror’s Proposal for this Contract or the anticipated provision of services pursuant to Offeror’s Proposal.

q. If applicable, provide complete information and documentation pertaining to Proposer’s status as a Disadvantaged Business Enterprise (DBE).
2.8 Acceptance or Rejection of Proposals

The Authority reserves the right to withdraw the Request for Proposals at any time for any reason, to reject any or all Proposals or modifications thereto, and to waive any defects in form in any Proposals received.

2.8.1 Negotiations

The Authority may award a Contract based on the initial Proposals received, without conducting any negotiations or discussions concerning such Proposals; each initial Proposal should be submitted on the most favorable terms. After receipt of Proposals, negotiations may be conducted with one or more Offerors as determined by the Authority.

2.8.2 Notice of Award

Within sixty (60) days after the Due Date for receipt of Proposals, or as soon thereafter as it may act, the Authority will select one of the Proposals and will reject all other Proposals. The selection of a Proposal shall be deemed to constitute the Contract of the Selected Offeror to execute a Contract on the terms set forth in the Proposal as may be modified by any negotiations. Notwithstanding the foregoing, the selection of a Proposal shall not be effective and binding upon the Authority until the Contract has been formally executed by both parties.

The selection of a Proposal will be by written Notice of Intent to Award the Contract, specifically indicating a Selected Offeror and signed by an Authorized Representative of the Authority. No other act of the Authority, its Commissioners, agents, or employees shall constitute the selection of a Proposal.

2.9 Basis for Award

2.9.1 Evaluation Factors

The Authority reserves the right to make any award on the basis of the Proposal that it determines, in its sole discretion, best meets the requirements of the Authority as set forth in the Proposal Documents. The Authority’s selection of a Proposal will be based upon an evaluation of the Offeror as being both responsive and responsible and as being the most advantageous to the Authority, with no single evaluation factor being necessarily determinative.

The Authority reserves the right to consider the following factors and others without specific prior identification, and without predetermined weight, as it may deem appropriate in evaluating the Proposals received and making its selection:
An overview of the Offeror’s company, to include financial stability and any subcontract management plans

The Offeror’s proposed operating and project management plans.

Offeror’s current and past performance in providing comparable services, particularly at other airports or public facilities.

Personal, professional and product references.

The costs proposed by Offeror.

An assessment of Offeror’s technical proposal.

Offeror’s DBE/MBE participation, if applicable

The completeness and quality of Offeror’s Proposal.

2.9.2 Sources of Information

In the process of evaluation, the Authority may acquire and use, to the extent deemed necessary, information obtained from the following sources:

The Offeror, including representations and other data contained in Offeror’s Proposal or other information provided by Offeror.

Other information available to the Authority, including financial data and records concerning Offeror’s performance.

Publications, including credit ratings, trade and financial journals or reports.

Other sources, including banks or other financial companies; state, county, and municipal departments and agencies; and other airports.

The results of background investigations of Offeror made to verify information furnished or to secure additional information the Authority may deem necessary or desirable. In addition, the Authority reserves the right to audit or to appoint a competent representative to audit the books and records of any Offeror to verify its financial responsibility.

2.10 Execution of Contract

2.10.1 Final Contract

Within twenty (20) calendar days after Authority’s receipt from the Selected Offeror of copies of all required permits, licenses, and certificates, the Authority shall deliver or mail to the Selected Offeror, in duplicate, the final Contract completed in accordance with the Proposal submitted by Offeror and as accepted by Authority.
Within ten (10) calendar days thereafter, the Selected Offeror shall deliver both copies to the Authority, with the Contract duly executed by it, and the Security Deposit required in the Contract. Upon receipt, the Authority will execute both copies and return one to the Selected Offeror.

2.11 Failure to Execute Contract
Should the Selected Offeror fail or refuse to execute the Contract as provided herein, or otherwise default on the Contract created by the Authority’s acceptance of the Selected Offeror’s Proposal, the Proposal Guarantee submitted by the Selected Offeror and any interest thereon shall become the property of the Authority, without the necessity of any further action on the part of the Authority, not as a penalty, but as liquidated damages. Offerors acknowledge that the Authority has incurred costs and will incur additional costs and damages by reason of such default and that such damages are difficult to determine.

Upon failure or refusal to execute the Contract, the Authority reserves the right to accept the Proposal of any other Offeror. Neither the exercise of such right by the Authority nor the failure to do so shall operate as a release by the Authority of the defaulting Offeror as to any claims or rights that the Authority may have against such defaulting Offeror pursuant to the preceding paragraph or otherwise.

2.12 Failure to Obtain Permits
If the Authority determines, in its sole discretion, that Selected Offeror has failed to diligently and promptly apply for or pursue all required permits, licenses, and certificates or failed to obtain the permits, licenses, and certificates required to operate within the time period provided herein, including any extension of time authorized by the Authority, the Authority may (i) withdraw the Notice of Intent to Award the Contract to the Selected Offeror and issue a Notice of Intent to Award to another Offeror submitting the Proposal with the best overall benefit to the Authority, or (ii) withdraw the Proposal Documents without making an award, or (iii) take such other action as the Authority shall determine appropriate.

3.0 Authority Organizational Information

3.1 Authority Organizational Overview
The Authority operates within the Cities of Norfolk and Virginia Beach providing domestic and international flights as well as general aviation capabilities to the southeastern Virginia and Northeast North Carolina areas. The Authority is comprised of over 1100 acres of land and facilities and is the
fourth-busiest airport in Virginia. Most of the property and facilities fall within the City of Norfolk, with many of the general aviation facilities within the City of Virginia Beach to the east. The Authority is a political subdivision of the City of Norfolk, governed by a Board of Commissioners and managed by an executive director. The Authority averages a combined passenger population of 3,000,000 passengers and handles an average of 60,000 tons of cargo from the cargo facility located within the grounds of the facility. The Authority serves as the fiscal, legal, and human resources administration agent for Airport Dispatch. The Authority will also serve as the fiscal agent for this RFP.

3.2 Authority Project Structure
The Authority executives understand that defined leadership is a key factor in the successful procurement and implementation of a new regional CAD/RMS solution. The Authority departments are committed to working collaboratively on this effort and have established a CAD/RMS working group that supports this project. Together, the Authority stakeholders have taken a unified approach to the project and established a formal framework defining how the stakeholders will make key decisions to support the project’s common objectives.

3.3 Stakeholders
The Authority identified multiple public safety and administrative organizations as key stakeholders of the new CAD/RMS system project.

3.3.1 Norfolk Airport Emergency Communications Center (Dispatch)

The Dispatch Center serves as the telecommunications Public Safety Answering Point (PSAP) and dispatch operation for the delivery of all Fire and Rescue and Police services to the patrons and employees of the Norfolk International Airport. Dispatch operates a seven-digit number emergency call center; they handle emergency and non-emergency calls from the public, airlines staff, airport tenants and various Authority department employees. 9-1-1 calls placed from the airport are answered by Norfolk PSAP. They in turn will contact Dispatch via telephone to pass along the information.

Dispatch is staffed 24 hours a day, 365 days a year, by 8 personnel who are responsible for answering incoming calls, collecting pertinent information, and processing all emergency and non-emergency requests for emergency personnel responses. Dispatch is responsible for processing requests for services and for all communication and information support required for the safe and effective resolution of requests by responding field personnel. This entire process is supported by a legacy Computer-Aided Dispatch system and a Motorola radio communication system.
Dispatch also provides radio and dispatch services for non-emergency airport support activities including; building maintenance, janitorial services, field maintenance, and airport administration. Dispatch also conducts training for Authority operational personnel and provides technical and administrative staff that support the police and fire departments.

3.3.2 Norfolk Airport Police Department (NAPD)

The NAPD is a stand-alone law enforcement agency which provides services for the Norfolk International Airport Authority. The police department is staffed by a Chief of Police, 36 sworn officers and 8 civilian staff. The department members fulfill the following public safety operations: patrol, traffic, canine unit, police records, investigations, training, internal affairs, crime analysis, evidence, and intelligence.

The NAPD performs many law enforcement duties and responsibilities common to municipal law enforcement agencies, including:

- patrolling the airport environment on foot and vehicles to deter or prevent crime
- arrests
- alcohol, narcotics, and weapons offenses; domestic disturbances, larcenies, and fights;
- traffic control, including vehicle accidents and disabled/abandoned vehicles response;
- property and evidence management
- crowd control
- police escorts
- welfare/safety checks
- animal complaints
- assisting citizens

The NAPD are the primary law enforcement agency that supports the passenger and baggage screening mission of the Transportation Security Administration (TSA) and their screening efforts. The NAPD have unique public safety enforcement responsibility based on the policing requirements supporting airport operations:

- airfield inspections
- cargo facility protection and responses
- airport parking garage and lot inspection
- secure and non-secure airport facility inspections and checks
- aircraft accidents
• injured patrons/employees
• gate, parking, and fire alarm responses
• lost and found items management
• security violations
• security breaches
• securing prohibited items

The NAPD contributes to and uses several regional, state, and national databases. These databases are routinely used to query information or to report on incidents and activities at Authority. The Virginia Criminal Information Network (VCIN) is a primary source for NAPD queries. The dispatchers use a stand-alone VCIN terminal that is not connected to the DaPro systems.

3.3.3 Norfolk Airport Fire Department (NAFD)

NAFD is an Airport Rescue and Firefighting (ARFF) fire department whose primary responsibility is to respond to airfield emergencies. The NAFD has only one fire station that is staffed with career firefighter personnel, who are trained in structural firefighting, ARFF, and BLS for initial medical response. The NAFD are a non-transport, treatment-only organization, who provide support to the City of Norfolk Fire and Paramedical Services.

Regional Mutual Aid: The police and fire departments rely heavily on their public safety partners in the region. The PSAP coordinates EMS – ALS/Transport and fire suppression with the Cities of Norfolk and Virginia Beach Fire Departments for aid. The NAPD transports all prisoners to the City of Norfolk Jail for processing and incarceration.

3.3.4 Authority Support Departments

In addition to supporting the core mission of dispatching first responders for public safety incidents, Dispatch also manages incoming calls for service that do not require a law enforcement or fire personnel response. These activities support the objective of creating, maintaining, or restoring the Authority physical environment to ensure the safety of Authority employees and/or patrons. Dispatch coordinates response to non-emergency requests for airport services and citizen assistance depending on the nature of the response required:

Lost and Found (Customer Support – Items Collection, Cataloguing, Customer Retrieval)
Airfield Maintenance (Safety Support – Hazardous Condition Response)
Parking Support (Lost/Stolen/Abandoned/Inoperable Vehicles)
Building Maintenance Requests (Malfunctioning Escalator, Leaks)
Janitorial Services (Safety Support – Spills Clean up)

3.3.5 Authority Information Technology Support

The Authority IT staff consists of one full-time employee who performs daily maintenance tasks. The Authority IT staff also partners with contracted IT services to assist as needed. To assist the Authority with resource planning for the replacement project, prospective offerors should identify the anticipated scope of activities to be supported by Authority IT resources in their proposal response.

4.0 CAD Overview

4.1 CAD Current State

Dispatch serves as the telecommunications Public Safety Answering Point (PSAP) and dispatch operations center for the delivery of all Fire and Rescue and Police services to the patrons and employees of the Norfolk International Airport. Dispatch operates a seven-digit number emergency call center and does not have a 911 number with the call information/call management tools of a typical 911 PSAP. Dispatch handles emergency and non-emergency calls from the public, the airlines, airport tenants, and various airport department employees within the Airport environment.

Dispatch is the central repository of all statistical information on Authority incidents and activities. The current system offers limited ability for easy and quick access to call center statistics. The Authority is seeking to improve the ability to access reports, statistics, and conduct analysis on Dispatch and First Responder activities.
2016/2017 CAD/Call Activity Volumes

<table>
<thead>
<tr>
<th>COMPUTER AIDED DISPATCH CENTER STATS</th>
<th>2015</th>
<th>2016</th>
<th>Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Volumes – Received and Sent Phone Calls</td>
<td>68,405</td>
<td>72,690</td>
<td>70,547</td>
</tr>
<tr>
<td>CAD Entries – Calls for Service</td>
<td>73,457</td>
<td>79,982</td>
<td>76,719</td>
</tr>
<tr>
<td>CAD Entries – Self-Initiated Events to include but not limited to (traffic stops, citizen assists, disabled vehicles, unattended items/vehicles and investigations.)</td>
<td>7345</td>
<td>7998</td>
<td>7671</td>
</tr>
<tr>
<td>Law Enforcement Dispatch Incidents</td>
<td>69,410</td>
<td>75,865</td>
<td>72,637</td>
</tr>
<tr>
<td>Fire Department Dispatch Incidents</td>
<td>434</td>
<td>475</td>
<td>454</td>
</tr>
<tr>
<td>Law Enforcement Administrative Calls</td>
<td>343</td>
<td>497</td>
<td>420</td>
</tr>
<tr>
<td>Airport Operations – Parking Management</td>
<td>3712</td>
<td>3565</td>
<td>3638</td>
</tr>
<tr>
<td>Airport Operations – Lost and Found</td>
<td>725</td>
<td>1540</td>
<td>1132</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>223,831</strong></td>
<td><strong>242,612</strong></td>
<td><strong>233,218</strong></td>
</tr>
</tbody>
</table>

4.2 CAD System Replacement Objectives

- Improve public safety productivity
- Improve the efficiency and effectiveness of Public Safety operations
- Leverage technology systems for maximum operational effectiveness
- Employ public safety industry best practices and standards
- Improve the quality of PSC, Law Enforcement, Fire and EMS department work products
- Improve internal and external operational and administrative communication
- Eliminate redundant and repetitive actions
- Provide user-friendly software applications
- Provide an accurate and efficient means to access and retrieve data
- Provide security to ensure confidentiality and privacy of data
- Provide flexibility to allow for emerging technologies and future expansion
4.3 CAD Functionality
The new CAD/RMS will be an integrated solution that provides shared access with enhanced security protocols that set permissions for access to the CAD/RMS systems, records, and data fields and provides enhanced security audit ability (e.g., a historical record of who viewed or made what change to each record and when). The Authority is also interested in assessing system options to assist in effective use of Authority public safety resources, including: a roster/scheduling system and the ability to stack or schedule a call for service for a future date.

The system shall serve as the first point of entry for a Call for Service (“CFS”) and include functions for: Police and Fire; resource management; location verification; dispatching of resources; resource statuses; incident disposition and interface with external local, state, and federal information systems. The system should provide a set of master indices to minimize redundant data entry and facilitate linkages among data elements where appropriate.

4.4 CAD Required Interfaces
Offeror will provide an interface plan for the following interface(s):

4.4.1 RMS
The RMS will serve as the key interface to the new CAD. The Authority will look to the offeror to make recommendations that will ensure effective use of the CAD product with the existing and/or proposed complementary systems for Authority Dispatch and Public Safety Operations.

4.5 CAD Proposal Response
Offerors shall describe the functions and benefits of their proposed Computer Aided Dispatch application and illustrate alignment with the Authority’s CAD replacement priorities and operational requirements. Respondents are encouraged to balance the need to provide descriptive information with the Authority’s interest in limiting the amount of content provided in the core proposal responses. Prospective Offerors should limit responses to provide Authority personnel with an understanding of each core and optional product service for the CAD system replacement. If the prospective offeror proposes optional products and services for the proposed core CAD solution, the offeror shall provide detailed descriptions of all optional items and associated costs as a line item in the cost proposal.

Offerors will also be responsible for:

- providing comprehensive information on their CAD system capabilities, including the minimum general requirements;
• providing detailed descriptions of the functions, features, and modules that align with the Authority’s core business functions, required and desired functional capabilities, and optional capabilities; and
• completing the CAD Technical Worksheet included in this solicitation.

4.5.1 CAD Minimum General Requirements

The CAD shall provide, at a minimum, the following general requirements:

• Support the Authority objectives for system modernization, dispatcher ease of use, integration, security and permissions management, auditing, and analysis and reporting tools.

• Enhance the data accuracy and quality by reducing or eliminating erroneous and duplicative data entry, providing master indices tools, spell check and formatting capability, improved quality controls; and validation on data entry (i.e. checks against master indices).

• Enhance the operational value of information by improving the timeliness and availability of relevant and actionable information available to all stakeholders because of better data collection tools at incident intake and recording by Airport Dispatch.

• Improve public safety personnel efficiency by decreasing the time required to complete tasks through the elimination of redundant, duplicative tasks.

4.5.2 CAD GIS Requirements

The Authority will ask the offeror to use any publicly available mapping and GIS data available through the City of Norfolk’s public access information, the Norfolk Airport Authority’s web page, and any maps available via Google and other publicly available open sources to provide mapping capabilities for this CAD/RMS project. The offeror will need to provide a clear understanding of their plan to the Authority’s CAD team to ensure functionality. Offeror will need to explain their process of training any Authority staff to manage and edit the GIS data. Offeror will need to demonstrate any GIS and Mapping tools to support Authority Operations.
4.5.3 CAD Optional Requirements

4.5.3.1 Access and Door Control Interface
Currently the Authority uses Software House c-cure 900, to be replaced in the next few months with c-cure 9000 for access and door control. This is a stand-alone system.

Please describe the proposed product’s ability to interface with this product. Describe your experience with said interface. Optional pricing will be required in the price proposal document.

4.5.3.2 Fire Alarm Systems
Currently, the Authority uses a stand-alone Seimens Fire Alarm System described as follows:

Arrivals Panel is a Siemens, EST 3

# of Detectors 162 smokes, Heats, Duct detectors

# of Modules 268 Relays, Pulls, Monitor Modules

Main Terminal Panel is a Siemens, Fire Finder XLS

# of Detectors 174 smokes, Heats, Duct Detectors

# of Modules 267 Relays, Pulls, Monitor Modules

This includes Concourse A and B

Please describe the proposed product’s ability to interface with this product. Describe your experience with said interface. Optional pricing will be required in the price proposal document.

4.5.3.3 NCIC/CJIS
Currently, Dispatch uses a stand-alone system for querying NCIC and CJIS.

Please describe the proposed product’s ability to interface with this application. Describe your experience with said interface. Optional pricing will be required in the price proposal worksheet.
5.0 RMS Overview

The NAPD will replace its DaPro RMS system with the selected Offeror’s Law Enforcement RMS solution. The Authority requires the proposed RMS solution be fully integrated with CAD and must meet the general requirements as depicted in this solicitation.

An integrated Police CAD and PD RMS will lay the foundation for preventing, combating, and responding to public safety throughout the Authority complex and perimeter environment. The system must advance the overall mission, goals, and objectives of the Authority by making public safety personnel more effective in responding to situations that may threaten the safety and property of Authority patrons and employees.

5.1 RMS Current State

The Authority RMS is an in-house-developed limited DaPro RMS that works in conjunction with the CAD designed specifically for the airport. Limited regional records information is accessible by The NAPD via the various criminal information network systems.

The Authority RMS has a limited scope to support a small policing agency. The activity report totals provide an accurate estimate of the level of activity anticipated for recording in the new RMS system.

One of the objectives in replacing the existing DaPro RMS legacy system is to improve the ability to report on workload statistics by various types. The information reported below was not generated by a report or dashboard in the system, it was calculated using a tally on a spreadsheet application. The report provides workload statistics on three key activity types. The Authority is seeking a solution that can provide workload statistics by RMS activity type.

5.2 RMS Minimum General Requirements

The proposed Law Enforcement RMS solution shall provide for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations and cover the entire life span of records development, from the initial generation of the case file to its completion.

The RMS shall provide, at a minimum, the following general requirements:

- enhance data accuracy and quality by reducing or eliminating erroneous and duplicative data entry and providing spell check and formatting capability, improved quality controls; and validation on data entry (i.e. checks against master indices);
- enhance the operational value of information by improving the timeliness and availability of relevant and actionable information available to all stakeholders because of better data collection, access, and controls;
- automatic submission of data to external sources; and,
- provide the ability to enter and query narrative(s) text fields.

The RMS solution shall support records management for the following core business functions:
- calls for service
- incident reporting
- investigative case management
- property and evidence management
- arrests
- traffic accident reporting
- field incidents (a module for data entry from FI cards collected in the field)
- citations
- equipment and asset management
- fleet management
- personnel
- internal affairs
- analytical support (crime analysis)

### 5.3 RMS Functional Requirements Overview

Authority has developed a list of functions considered for the replacement RMS system. These functions are characterized as:

- **Required:** The solution must have this functionality in their base application or in a third-party solution proposed in the prime offeror’s response.

- **Desired:** The Authority is interested in obtaining this functionality but will consider offeror applications that do not offer this functionality. The Authority will consider whether this desired functionality comes an additional cost or as a no-cost capability already included in the Offeror’s base product.
• Optional: The Authority has deemed this function a low priority requirement. The classification of this function as optional will also be considered based on cost (i.e., if the function is a no-cost inclusion in the base product vs. an optional additional cost).

Offeror does not need to respond to the below table. All items are listed in the RMS Requirement Worksheets. This is for informational purposes only.

Table 5-1. RMS functional requirements and their classification (not necessarily inclusive).

<table>
<thead>
<tr>
<th>RMS Function</th>
<th>Required</th>
<th>Desired</th>
<th>Optional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrest</td>
<td>Required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asset Management</td>
<td></td>
<td>Desired</td>
<td></td>
</tr>
<tr>
<td>Bar Coding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td>Required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citation/Summons</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Bulletin</td>
<td>Required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document Scanning &amp; Storage</td>
<td>Required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Contacts</td>
<td></td>
<td>Desired</td>
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</tr>
<tr>
<td>Incident Based Reporting</td>
<td>Required</td>
<td></td>
<td></td>
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<tr>
<td>Fleet Vehicle Maintenance</td>
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<td>Desired</td>
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<tr>
<td>Incident/Offense</td>
<td>Required</td>
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<tr>
<td>Intelligence/Narcotics</td>
<td>Required</td>
<td></td>
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<tr>
<td>Internal Affairs/Professional</td>
<td>Required</td>
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<tr>
<td>Mapping</td>
<td></td>
<td>Desired</td>
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<td>Master Location</td>
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<td>Desired</td>
<td></td>
</tr>
<tr>
<td>Property and Evidence</td>
<td>Required</td>
<td></td>
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<tr>
<td>Quartermaster</td>
<td></td>
<td></td>
<td>Optional</td>
</tr>
<tr>
<td>State IBR</td>
<td>Required</td>
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<tr>
<td>Training</td>
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<td>Desired</td>
<td></td>
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<tr>
<td>UCR Reporting</td>
<td>Required</td>
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<tr>
<td>Property &amp; Evidence Management</td>
<td>Required</td>
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<tr>
<td>Warrants Tracking</td>
<td>Required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5.4 RMS Interfaces
Offeror will provide an interface plan for the following interfaces:

5.4.1 CAD
The CAD will serve as the key interface to the new RMS. The Authority will look to the offeror to make recommendations that will ensure effective use of the RMS product with the regional, state, and national reporting requirements.

5.4.2 Law Enforcement Information Exchange (“LInX”) Interface
The NAPD is a participating member of the LInX Program. LInX is a national cooperative law enforcement data share consisting of participating members of municipal, county, state and federal law enforcement agencies classified into 13 regions, primarily in jurisdictions with military bases nearby. The LInX database consists of Incident Data, Investigative Reports, Narratives and Supplemental Reports, Field Interviews (“FI’s”), Arrests, Warrants, Mugshots, and CAD data such as traffic stops, etc.

The data provided by the NAPD to LInX is currently accomplished by sending data through an interface from the DaPro RMS. The NAPD intends to have a direct interface with LInX for performing queries of the LInX database like queries of the CLETS system.

LInX has established a web service interface using NIEM-based LEXS S/R standards. The proposed solution must provide for the simultaneous query of both CLETS and LInX. NAPD staff complete information sharing activities that require staff to upload the NAPD incident content via a web-based application.

NAPD also contributes to Leads online, an information exchange that is used for intelligence gathering. Offerors should present options and the requirements that would allow NAPD to establish an interface to meet these reporting requirements, if possible.

5.4.3 Law Enforcement NIBRS Reporting
NAPD currently does IBR reporting. The Commonwealth of Virginia is implementing a new IBR System. They have contracted with the offeror Beyond 20/20 to design and maintain this system. It is anticipated that it will be operational by fall of 2018. Please describe how the current proposed product will meet these requirements.

Offerors shall provide comprehensive information of their proposed Law Enforcement RMS application. Respondents are encouraged to provide as much detail as required to ensure Authority personnel obtain a comprehensive understanding of each core and optional item. Offerors shall also
provide comprehensive information of all optional items to the proposed Core LRMS solution. For all optional items there should be a corresponding line item in the cost proposal.

Offerors will also be responsible for:

1. providing comprehensive information on their RMS system capabilities, including the minimum general requirements;
2. providing detailed descriptions of the functions, features, and modules that align with the Authority’s core business functions, required and desired functional capabilities, and optional capabilities;
3. answering the technical questions by functional topic area included in Section of this solicitation; and
4. completing the RMS Functional workbook included in Section II Attachment B of this solicitation.

5.6 HIPPA Compliance
Our Airport Fire first responders utilize City of Norfolk tools (ePCR application on a tablet provided by City of Norfolk) to document patient information when required. There is no integration of the City of Norfolk CAD or ePCR systems with the existing Authority DaPro CAD/RMS system, and no plans for future integration with the new CAD/RMS system. However, the Authority would like to be able to maintain HIPPA standards in the reporting of incident information by Airport first responders.

6.0 Reporting and Analytical Tools

6.1 Reporting Current State
Based on the age of the legacy CAD and RMS systems, and the inability to upgrade an end-of-life system, the NAPD relies on manual, paper-based processes, and external applications to conduct analysis, track information, develop a variety of standard and ad- hoc reports, and to coordinate activities.

6.2 Reporting
The following reports should be available in the system:

6.2.1 CAD daily log showing all calls received for the prior 24 hours
6.2.2 Activity analysis by specified geographical area and by time.
6.2.3 CFS summary by specified geographical area and by time.
6.2.4 Activity analysis by date of week
6.2.5 Activity analysis by day and hour
6.2.6 Response time analysis by specified geographical area and by time.
6.2.7 Response time analysis by call type
6.2.8 User configurable for specific call types
6.2.9 Calls for service
6.2.10 Calls for service without comments
6.2.11 Calls for service without time
6.2.12 Call analysis (Time of Day)
6.2.13 Call analysis (Day of Week)
6.2.14 Call summary
6.2.15 Call summary with average response time
6.2.16 Calls by agency
6.2.17 Calls by agency without response times
6.2.18 Calls by selected disposition
6.2.19 Unit Status
6.2.20 Wrecker rotation list
6.2.21 Tow/Impound list
6.2.22 Active calls
6.2.23 Available units
6.2.24 Specific call number
6.2.25 Officer activity
6.2.26 Traffic charges by date
6.2.27 Charge summary
6.2.28 Daily arrest log
6.2.29 Daily charge log
6.2.30 Arrest use of force
6.2.31 Outstanding warrants
6.2.32 Warrants by date/status
6.2.33 Field interview
6.2.34 Incidents by date
6.2.35 Incidents by officer
6.2.36 Offenses by date
6.2.37 Incident statistics
6.2.38 Arrest statistics
6.2.39 Arrest details
6.2.40 Incident workload
6.2.41 Code maintenance

7.0 Future Interfaces/Applications
Currently the Authority does not have interfaces for field reporting, CAD to CAD, or mobile platforms. They will not be part of this procurement but would like information on the interfaces. Please describe the proposed product’s ability to work with these applications, describe your experience with said interfaces.

7.1 Field Reporting
Currently the Authority does not use field reporting. It is a feature that NAPD would like to utilize in the future. Please describe the proposed product’s ability to work with a field reporting application. Describe your experience with said interface.

7.2 Handheld or Tablet Devices
Currently the Authority does not use any handheld or tablet devices. With a possible future procurement of field reporting it would be the desire of NAPD to utilized field reporting on a handheld or tablet application. Please describe the proposed product’s ability to work with such devices. Describe your experience with said products.
7.3 CAD-to-CAD
Currently the Authority does not use any CAD-to CAD applications or interfaces. The Authority understands the benefits of a CAD-to-CAD connectivity with the surrounding agencies and would like to understand the Offeror’s experience in interfacing to a CAD-to-CAD solution with the proposed product.

7.4 Motorola Portable Radio Emergency Button Activation
Currently the Authority does not utilize the Emergency Alert Button on their Motorola portable radios. In the future it might be activated and would like to understand the Offeror’s experience in interfacing the Emergency Alert Button to the CAD system.

8.0 Hardware Specifications and Installation Plan
The Authority reserves the option to purchase all hardware and Operating System (OS) software separate from the offeror’s proposal. Hardware specifications shall contain the requisite detailed information.

8.1 Proposed Changes to Current Environment
To assist in the planning, design, procurement, and implementation of the new public safety technology environment, the Authority requests prospective offerors to provide a listing of the required hardware specifications for their proposed CAD/RMS systems. The proposed changes to the current environment includes:

- Plan to upgrade server hardware, server operating system, server storage, and client workstations upon selection of CAD/RMS offeror to meet or exceed offeror hardware requirements.
- Upgrade of the server, network, and storage infrastructure for the PD to meet or exceed requirements set forth by the chosen CAD offeror.
- Upgrades to include new host server hardware, virtualizing Windows servers and upgrading to most current Windows Server operating system (2016 Standard), storage area network (SAN), and gigabit networking all configured in a high availability cluster with VMWare.
8.2 Hardware Tasks

1. The Offeror shall submit detailed specifications of all hardware (e.g., servers, desktop computers) and Operating Systems required to achieve optimal performance specifications for each system.

2. Describe the Offeror methodology to prepare servers (e.g., completed on-site or at the Proposer’s location)

3. The Offeror shall provide the minimum mandatory specifications for the ability to print documents from the proposed CAD/RMS system.

4. If new equipment is purchased provide the ability meet the following:
   a. New equipment that is not first delivered to the Offeror’s location will be delivered to the Authorities location in the manufacturers’ original packaging and carrying the manufacturers’ full warranty
   b. All equipment should be installed according to manufacturers’ requirements
   c. All hardware components should be sized appropriately to ensure that the performance requirements of the Offeror’s application will be met
   d. Describe all warranty information in detail
   e. The warranty period begins after system acceptance and certification by the Authority that the equipment is in production use
   f. Provide a hardware and software installation plan
   g. Describe all logistics required by the Offeror and the Authority to complete:
      i. Shipping and receiving of equipment
      ii. Storage of equipment
      iii. Installation, configuration and testing of equipment

8.3 Hardware/Technical Implementation Standard

All hardware should be new equipment delivered in the manufacturers’ original packaging and carrying the manufacturers’ full warranty. The warranty period begins after system acceptance and certification by the Authority that the equipment is in production use. All equipment should be installed according
to manufacturers’ requirements. All hardware components should be sized appropriately to ensure that the performance requirements of the Contractor’s application will be met.

8.4 Redundancy and Failover
The Authority prefers two separate computing environments, with the ability to run concurrently, should be provided. Automated failover to the backup system is preferred. Ensure that each environment is technically equivalent, duplicate servers and workstations. The Authority will work with the Offeror to duplicate or approximate other relevant environmental considerations such as the network and system loading, to ensure realistic testing scenarios are facilitated.

8.5 Backup and Recovery
The CAD/RMS system servers should have an appropriate automated backup capability for system and application backup and recovery. Backup media shall be in a format suitable for convenient off-site storage. The system should provide differential backup schedules for various system components configurable by the system administrator. The system should provide Incremental and full back-up capabilities. All backup and recovery processes should be subject to auditing and reporting. System backups should be accomplished without taking the application out-of-service and without degradation of performance or disruption to public safety operations.

9.0 Data Conversion
The Authority is seeking a solution that allows access to legacy CAD data files for CAD, arrests and report data from RMS. The Authority is also seeking a solution to access legacy Law Enforcement RMS data. The table below provides a snapshot of the legacy CAD and RMS data:

<table>
<thead>
<tr>
<th>Legacy Data Attribute</th>
<th>Estimated Number/Size of Data (as of 2017)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Files</td>
<td>15,139</td>
</tr>
<tr>
<td>File Storage Size</td>
<td>13.7 GB</td>
</tr>
</tbody>
</table>

Data is contained on one legacy server. The Authority is seeking offeror recommendations and optional approaches (and the associated costs) for legacy data conversion, including:

1. Full data conversion of legacy data to the proposed system
2. Transformation of legacy data to a common database management system that is accessible by either an interface or a common query tool
3. Manual loading of data into the new system based on recommendation from the offeror

10. Offeror Project Management Requirements

10.1 Project Management Services
The Authority expects the Responding Offeror to provide project management and field engineering services during the installation, configuration, testing, training, and cutover processes. The Responding Offeror must provide a draft project schedule illustrating the projected project schedule, resources, and major milestones. Offeror will provide the Authority with an estimate of time and commitment needed from the stakeholders. The intent of the Authority is to develop a shared project schedule that incorporates all Offeror and Authority staff tasks and activities.

- Describe the Responding Offeror’s communications and risk management plans that will be used for this project.
- Describe the Responding Offeror’s escalation process of issues.

10.2 Project Staffing Plan
The Authority requires Prospective offerors to provide a staffing plan for the CAD and RMS replacement project. The prospective offeror should provide resumes for key personnel proposed for the Authority’s CAD and RMS project that provides sufficient information to allow the Authority to evaluate their capability and qualifications to perform proposed tasks.

- The prospective offeror must provide an organization chart
- The Offeror must certify CJIS certification level for all assigned staff.
- Provide information regarding who will be on site for each major phase of the project and who will be remote.
- The Authority will only accept Offeror Project Management (PM) personnel who have significant and relevant experience with the Offeror’s CAD and RMS products.
- Offeror’s proposed PM personnel should have a successful track record of providing PM services at locations of similar size and complexity of the Authority.
- All Responding Offeror personnel assigned to work on-site on the CAD and RMS project may be required to undergo a criminal history check.
• Off-site personnel may also be subject to a criminal history check. Note that arrangements for required criminal history checks shall be made in advance with appropriate Authority personnel.
• The Authority reserves the right to reject any personnel proposed by the Responding Offeror for any reason.
• All key personnel will be required to sign a confidentiality agreement for access to sensitive data.
• Additionally, Offeror personnel having access to confidential or sensitive public safety information, may be required to successfully complete a background investigation at the Responding Offeror’s expense.

10.3 Use of Sub-Contractors
The Responding Offeror must identify a list of any proposed sub-contractors who will be assigned to the project and describe the plan to manage subcontractor resources.

10.4 Testing Plan
The prospective offeror must provide a testing plan that presents testing process for the CAD and RMS system implementations. The testing plan should describe the prospective offeror’s process for a variety of tests (including regression and failover testing) and the proposed timing of the testing processes.

10.5 Training Environment
In addition to production, a separate test/training environment is required for this application to assist with minor development, such as mask creation, and testing service patches both for the application, as well as the server operating system. The Authority expects to work with the Offeror to utilize virtualization software to create a test/training environment. The Authority’s preference would be to utilize the production environment during the implementation phase to perform development, configuration, and testing activities. As part of Cut-over activities, the Offeror will migrate the final production configuration to the Test/Training environment.

10.6 Training Plan
The Authority will provide space for conducting training and for housing and securing the training equipment. The Authority prefers the Offeror to utilize the Train the Trainer (TTT) approach for all applications unless designated otherwise by the Offeror and agreed upon with the Authority.

10.7 Training Classes
List all coursework required to fully train project team members to facilitate participation in
configuration workshops. For each course, state the prerequisite requirements, size of class, duration, and location of the class.

10.7.1 System Administrator Training

List all coursework required to fully train a system administrator. For each course, state the prerequisite requirements, size of class, duration, and location of the class. Describe a phased training approach that ensures that the system administrator is provided the appropriate training throughout the length of the implementation. In addition, list all coursework required to fully train personnel that will create security profiles for groups of end users in the system.

10.7.2 Database Administrator Training

List all coursework required to fully train a database administrator for each system (e.g., CAD, GIS, RMS). For each course, state the prerequisite requirements, size of class, duration, and location of the class.

10.7.3 All User Training

List all on-site coursework required to fully train all end users. For each course, state the prerequisite requirements, size of class, and duration.

10.7.4 Train the Trainer

List all coursework required to fully train the trainers that will, in turn, train the end users of the system. For each course, state the prerequisite requirements, size of class and duration.

10.7.5 Training Manuals and Materials

Describe the ability to meet the following criteria:

1. The Offeror shall be responsible for providing sufficient training materials and take-away documents such as:
   i. Instructor Manual(s)
   ii. Student Training Manual(s)

2. All manuals in Microsoft Word format

3. Manuals in other media format (HTML and Adobe Acrobat .PDF) when applicable
4. Master videos or DVDs of pre-recorded training

5. Keyboard templates

6. On-Line and Computer Based Training

All training materials must be edited to reflect the Norfolk Airport Authority specific environment, technology, post-configured screen shots. The Authority expects to receive final versions of training materials in hardcopy and electronic formats, using the Microsoft Office suite of applications.

**10.7.6 Training Schedule**

Describe the ability to meet the following criteria:

Given the shift assignments of public safety personnel training courses will often need to be scheduled outside of normal working hours, including weekends. To keep the training relevant to the ultimate system, look-and-feel as well as fresh as possible and still accommodate the necessary number of sessions it is expected that training will not begin until after preliminary system acceptance and before cut-over but in no case, will begin longer than 60 days prior to the scheduled “go live” date

For personnel who receive training well before the cutover date, refresher training will be required. Describe the ability to ensure personnel have the requisite skills at the time of migration if the training period was after an extended period of time to get all personnel trained (e.g., Computer based training).

**10.7.7 Training Plan Cycle**

Describe the ability to train personnel using the proposed systems while it is in production mode. For example, applications have a training module that allows personnel to use the application while it is in production operation.

**11.0 Cutover Plan**

The prospective offeror should provide a sample cutover plan that describes the proposed process for cutover in preparation for system go-live. The cutover plan should include key milestones that must be met before cutover.
SECTION II  CAD AND RMS TECHNICAL WORKSHEETS

See Attachment A CAD Worksheet and Attachment B RMS Worksheet
SECTION III  COST PROPOSAL WORKSHEETS

See Attachment C for Cost Proposal Worksheet
PROPOSAL FORM
COMPUTER AIDED DISPATCH (CAD) AND LAW ENFORCEMENT
RECORDS MANAGEMENT SYSTEMS (RMS) REPLACEMENT
NORFOLK INTERNATIONAL AIRPORT

TO: NORFOLK AIRPORT Authority _________________________________, 2018

The undersigned (*) _________________________________ hereby offers to enter into a contract with the Norfolk Airport Authority (the "Authority") in the form entitled "Contract" attached hereto, and agrees to provide necessary materials, equipment and labor to replace the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) at the Norfolk International Airport as specified in the Contract and Terms and Conditions attached hereto and made a part thereof. In furtherance of this Proposal, the undersigned offers to replace the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) for a total of $ Dollars (Vendors should specify their total bid amount using numerals and words, for example $1,000 and One Thousand Dollars) Proposed fees are to be applicable for the entire period of the Contract.

A. The Proposal
   1. This Proposal shall be irrevocable for a period of one hundred twenty (120) days after the Due Date. To induce the selection of this Proposal by the Authority, the Offeror hereby makes each and every representation and agreement made by "Operator" in the Contract and agrees that the selection of this Proposal shall have the effect provided in the Request for Proposals furnished herewith and that effect only.
2. The Offeror agrees: (i) that upon submission to the Authority, the Proposal and all information provided with the Proposal shall become the property of the Authority; and (ii) that none of the information, regardless of the form of communication, provided to the Authority by the Offeror, or its officers, agents, or employees, is 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. All financial or other information given as a part of this Proposal will remain confidential only to the extent specifically claimed by Offeror and, at Offeror’s expense, determined by a court of competent jurisdiction to be exempt from public disclosure pursuant to the Virginia Freedom of Information Act or any similar law or regulation.

3. Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, 1950, as amended, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire Proposal document or Proposal fees as proprietary or trade secrets is not acceptable.

B. Offeror’s Representations and Warranties.

1. The Offeror hereby affirms that the Proposal contained herein is in no way conditioned upon any predetermined level of aviation activity or passenger activity at the Airport, past, present, or future. Offeror has not relied on any representation of the Authority, either orally or in writing, as to the level of business at the Airport before or during the term of the Contract, nor of any factors that might bear on such business potential. The Proposal contained herein is based solely on Offeror’s own knowledge of the type of business associated with the Contract and its own assessment of the market potential at the Airport.
2. The Offeror has read, understands, and fully complied with all terms, conditions and provisions set forth in the Proposal Documents.

3. The Offeror is fully qualified and competent to successfully replace the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) at the Airport. The Offeror will fully comply with all the requirements stated in the RFP documents.

4. The Offeror has submitted an accurate and complete Proposal and has provided all the information requested by the Authority. The Offeror acknowledges that all of the information submitted by the Offeror and all of the warranties and representations made by the Offeror will be relied upon by the Authority. This Proposal is fully responsive to the RFP and meets or exceeds all the specifications contained in the RFP (unless otherwise expressly indicated by the Offeror in this Proposal).

5. Neither the Offeror, nor any of the Offeror’s officers, directors, owners, employees or representatives has in any manner conspired, colluded or agreed, directly or indirectly, with any person, firm, corporation or other Offeror or potential Offeror to unfairly compete or compromise, in any way, the procurement process, and the Offeror has not paid or agreed to pay, directly or indirectly, any person, partnership, company, association, organization, corporation or any other Offeror or any potential Offeror and has not paid any money or provided any other valuable consideration to any party for providing assistance in seeking acceptance of the Proposal or attempting to seek acceptance of the Proposal or fix the proposed terms, conditions or provisions of this Proposal or any other Proposal of any other Offeror, and hereby states that no such money or other reward will be hereinafter paid.

6. No officer, director, owner, employee, or representative of the Offeror is related to any employee, officer, or Commissioner of the Authority except as noted herein below. For Offeror, each Controlling Party, and each officer, director, employee, and agent of Offeror who will be directly involved in the supervision, direction, management, or operation of the replace the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS), Offeror hereby certifies that no such
individual or entity has ever been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d). Offeror further certifies that no individual who has been convicted of, or has pending criminal charges of, the disqualifying criminal offenses listed above, or who has been classified as a sexual predator, will perform any work pursuant to the Proposal Documents on the Authority, unless the Offeror obtains the express prior approval of the Authority for that particular individual.

7. Offeror agrees that if awarded the Contract, it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of this Contract. The Offeror agrees to include the above statement in any subsequent Contracts that it enters and cause those businesses to similarly include the statements in further agreements permitted under this procurement.

8. All DBE participants under the Contract must be certified by the proper authorities. Any DBE not so certified shall submit a copy of its application for certification with its Proposal.

9. The Offeror shall submit such reports or other documentation in the format as may be required by the Authority for the purpose of demonstrating compliance with this section.

C. Disadvantaged Business Enterprise.

1. The Offeror DOES _____ DOES NOT _____ wish (check one) consideration as a Disadvantaged Business Enterprise. If Offeror has indicated a desire for consideration as a Disadvantaged Business Enterprise, attach Schedule A, "Schedule of Information for Determining Disadvantaged Business Eligibility" to Proposal. If Offeror is seeking consideration as Disadvantaged Business Enterprise, is Offeror a joint venture? YES _____ NO ____. If a joint venture, attach Schedule B, "Schedule for Information for Determining Disadvantaged Business Enterprise Joint Venture Eligibility" to Proposal submitted hereunder.
D. **Representative.** The entire Proposal and all of the Proposal Documents, all papers 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. The undersigned hereby designates the following contact information for notices to be delivered or mailed:

The designated representative of the Offeror is: _____________________

The mailing address of Offeror is: _____________________

The telephone number of the Offeror is: _____________________

The facsimile number of the Offeror is: _____________________

The e-mail address of the Offeror is: _____________________

E. **Proposal Guarantee.** A Proposal Guarantee in the form of a cashier’s check, a certified check or a bid bond issued by a surety authorized to do business in the Commonwealth of Virginia and made payable to the Norfolk Airport Authority, in the amount of five percent of the Offeror’s proposed costs (5%) accompanies this Proposal. Cash or other types of checks will not be accepted. The Proposal Deposit, which has been included with this Proposal, is submitted to the Authority by the Offeror with the full understanding that:

1. It guarantees that the Offeror will not withdraw its Proposal for a period of one hundred twenty (120) calendar days after the Due Date. If the Proposal is accepted by the Authority, the Offeror will, in a timely manner, enter into the Contract with the Authority, provide all other information and materials to the Authority, and meet or perform all other obligations within thirty (30) calendar days of written Notice of Award.

2. The Offeror’s failure to enter into the Contract with the Authority, provide all other required information and other materials to the Authority, or meet all other obligations within thirty (30) days after the date of written Notice of Award shall be just cause for cancellation of the award by the Authority and the forfeiture of Proposal Deposit, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained by the Authority.
Witness the following signature(s):

SIGNATURE(S): *

Name of Offeror: _______________________________

Signed By: __________________________________

Printed Name: _______________________________

Title: ______________________________________

Date: ________________________________

* (*) Insert Offeror's name. If a corporation, give the state of incorporation, using the phrase, "a corporation organized and existing under the laws of the State of". If a partnership, give full names of partners followed by the phrase "co-partners, doing business under the Offeror name and style of." If an individual, name and also use the phrase, "an individual, doing business under the trade name of." If the Offeror is a partnership, all general partners are required to sign the Proposal and the Contract. If the Selected Offeror is a limited liability company, all managing members are required to sign the Proposal and the Contract. Add additional signature pages as necessary.
CERTIFICATE OF AUTHORITY & ACKNOWLEDGEMENTS

IF OFFEROR IS A CORPORATION

OR LIMITED LIABILITY COMPANY

I, the undersigned, as Secretary or Assistant Secretary of the Corporation or duly authorized representative of the Limited Liability Company submitting the foregoing Proposal, hereby certify that pursuant to the By-Laws and Resolutions of the Corporation or Limited Liability Company, the agent who has signed this Proposal on behalf of the Offeror is fully and completely authorized to do so.

Secretary or Assistant Secretary
(Corporate Seal)
STATE OF: ______________
CITY/COUNTY OF: ______________, to-wit:

On this day, ____________ of ________________, 2018, before me personally came and appeared ___________________________ to me known, who being by me duly sworn, did depose and say that he is the of ___________________________ Offeror and that he signed his name thereto by authority of the Board of Directors or Members.

Notary

My Commission Expires: ____________
My Commission Number: ____________
CERTIFICATE OF AUTHORITY & ACKNOWLEDGEMENTS

IF OFFEROR IS A PARTNERSHIP

I, the undersigned, as ___________________________ of the Partnership submitting the foregoing Proposal, hereby certify that the agent who has signed this Proposal on behalf of the Offeror is fully and completely authorized to do so.

___________________________________________
(Title)

STATE OF: __________________________

CITY/COUNTY OF: ____________________, to-wit:

On this ________________ day of ________________, 2018, before me personally came and appeared ____________________________, known to me to be all the general partners of ____________________________, who executed the same as and for the act and deed of said Offeror.

Notary

My commission Expires: ________________
My Commission Number: ________________
Appendix B-3 – Certificate of Authority – Limited Partnership

CERTIFICATE OF AUTHORITY AND ACKNOWLEDGMENTS

IF OFFEROR IS A LIMITED PARTNERSHIP

I, the undersigned, as __________________________ of the Limited Partnership submitting the foregoing Proposal, hereby certify that the agent who has signed this Proposal on behalf of the Offeror is fully and completely authorized to.

__________________________________________ (Title)

STATE OF: __________________________
CITY/COUNTY OF: ______________________, to-wit:

On this ____________ day of __________________ 2018, before me personally came and appeared ____________________________, known to me to be all the general partners of the limited partnership of ____________________________, who executed the same as and for the act and deed of said limited partnership.

Notary ___________________________

My Commission Expires: _______________
My Commission Number: ______________
CERTIFICATE OF AUTHORITY AND ACKNOWLEDGMENTS

IF OFFEROR IS AN INDIVIDUAL

I, ______________________________, an individual doing business under the trade name of ______________________-, submit the foregoing Proposal.

____________________________________

(Name)

STATE OF
CITY/COUNTY OF_________________, to-wit:

On this _______ day of ___________________, 2018, before me personally came and appeared ________________________, to me known and known to me to be a person described in and who executed the foregoing instrument and be acknowledged to me that he executed the same.

Notary

My Commission Expires: ________________
My Commission Number: ________________
Appendix B-5 Bank Reference Form

BANK REFERENCE

Name of Bank:

Address of Bank:

ATTN:

Telephone Number:

Email Address:

Dear Sir or Madam:

I have notified the Norfolk Airport Authority that you are the representative handling our accounts at our primary financial institution. Please provide the Authority with any requested information about our accounts.

Offeror: ______________________________

__________________________

Signature of Authorized Representative

__________________________

Account Number (s)
Appendix B-6 Sample Contract

CONTRACT

COMPUTER AIDED DISPATCH (CAD) AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS) REPLACEMENT

NORFOLK INTERNATIONAL AIRPORT
SAMPLE CONTRACT

COMPUTER AIDED DISPATCH (CAD) AND LAW ENFORCEMENT
RECORDS MANAGEMENT SYSTEMS (RMS) REPLACEMENT
NORFOLK INTERNATIONAL AIRPORT

This Contract made as of the __________ day of __________________ 2018, by and
between the Norfolk Airport Authority (the "Authority")
and ______________________ (the "Operator").

WITNESSETH THAT:

The Authority and the Operator, for and in consideration of the charges and mutual
agreements set forth herein and other good and valuable consideration, covenant and agree
as follows:

SECTION 2. PAYMENT

The Authority agrees to pay the Operator a fee of ____________ Dollars ($ ______ ) per
agreed upon. This fee shall be applicable during the entire project.

SECTION 3. DATE OF PAYMENT

Payments under this Contract shall be payable in arrears based on invoices submitted
by Operator at the end of each month. Invoices shall be paid by the Authority within 30 days
from date of receipt of an invoice without finance charges.

SECTION 4. TERM

The term of this Contract shall be for one year plus four (4) option years and shall
commence on ____________________________. The Contract shall automatically renew
on an annual basis unless canceled by either party delivering written notice to the other party at
least sixty (60) days prior to the termination date specified in the notice.

SECTION 5. PREMISES

Nothing contained in this Contract shall be construed to grant to the Operator any rights
whatsoever in any facility, space or area on the Airport unless leased by Authority to Operator
under a written lease or amendment to this Contract.
SECTION 6. REPORTS

Operator shall submit monthly project progress reports beginning with commencement of the project through final acceptance of the project by the AUTHORITY.

SECTION 7. NOTIFICATION

All notices from one party to the other under this Contract shall be in writing, mailed by registered or certified mail, return receipt requested, to the address indicated below. Either party may change its address for notice upon written notice to the other.

If to the AUTHORITY:

Executive Director
Norfolk Airport Authority
Norfolk International Airport
2200 Norview Avenue
Norfolk, VA 23518

If to the Operator:

Name: __________________________
Address: _______________________
________________________________
________________________________

SECTION 8. ENTIRE CONTRACT

This Contract including the Schedules, Exhibits and Proposal Documents incorporated herein constitutes the entire agreement between the Authority and the Operator. No change in, modification of or supplement to this Contract shall be valid or enforceable unless it is in writing and signed by the duly authorized representatives of the Authority and the Operator.
SECTION 9. TERMS AND CONDITIONS

The Terms and Conditions at Section IV of the Proposal Documents are incorporated herein by this reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

OPERATOR

By its (Title)

ATTEST:

(Title)

NORFOLK AIRPORT AUTHORITY

By

________________________
Executive Director

ATTEST:

________________________

Assistant Secretary
Terms and Conditions

Computer Aided Dispatch (CAD) and Law Enforcement Records Management Systems (RMS) Replacement
TERMS AND CONDITIONS
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TERMS AND CONDITIONS

COMPUTER AIDED DISPATCH (CAD) AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS) REPLACEMENT

The following Terms and Conditions are attached to and made a part of the Contract for Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement at Norfolk International Airport (hereinafter referred to as "Airport"): 

SECTION 1. OBLIGATIONS OF OPERATOR

Operator warrants and agrees that it will:

A. Furnish the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement promptly, efficiently, and adequately to meet all reasonable demands therefore on a fair, equal, and non-discriminatory basis.

B. Be responsible for obtaining all permits, licenses and certificates required by any regulatory agency to replace Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS).

C. Not divert or cause to be diverted any business provided by tenants and concessionaires on the Airport;

D. Be responsible for the conduct, demeanor and appearance of its employees, invitees and those doing business with Operator. Upon receipt of any complaint or objection to the conduct, demeanor, or appearance of the employees or those doing business with the Operator, the Operator shall immediately take all reasonable steps necessary to remove the cause of the complaint or objection.

E. Be responsible for the proper storage and removal from the Airport of all garbage, debris, and other waste materials, either solid or liquid, arising out of its operation hereunder, and shall not use any facilities of the Authority for such purpose without the prior written consent of the Authority. No such garbage, debris or other waste materials shall be thrown, discharged, or deposited, or permitted to be thrown, discharged, or deposited into or upon the waters on or bordering the Airport.
F. Not do or permit to be done anything which may interfere with free access and passage on and to the Airport.

SECTION 2. RIGHTS OF SELECTED OFFEROR

The Operator shall provide Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement only and will not conduct any other type of business whatsoever on the Airport unless otherwise approved in writing by the Authority.

SECTION 3. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

A. Operator shall comply with all federal, state, and local laws and ordinances, governmental rules, regulations, and orders applicable to the operation of the Airport or to the Operator's operation at the Airport. Without limiting the generality of the foregoing, Operator shall comply with the laws and regulations specified herein.

B. Federal Immigration Law. At all times during the Term of this Contract, the Operator shall not knowingly employ any unauthorized alien, or knowingly contract with a subcontractor who knowingly employs or contracts with an unauthorized alien to perform work under the Contract. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. If the Operator violates this provision of this Contract, the Authority may terminate the Contract, and the Operator shall be liable for any actual and consequential damages to the Authority, including attorneys’ fees and court costs, if any.

C. Non-Discrimination. Operator covenants and agrees that: (i) Operator, its representatives, successors in interest and assigns will not discriminate against any person on the grounds of race, color, sex, creed or national origin, and will not exclude any person from the use or the benefits of the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement based on race, color, sex, creed or national origin; (ii) no person, on the grounds of race, color, sex, creed or national origin, shall be excluded from participation in, denied the benefit of, or
otherwise subjected to discrimination in the furnishing of services on the Airport Premises; (iii) Operator shall comply with all other requirements imposed by or pursuant to Department of Transportation (DOT), Code of Federal Regulations (C.F.R.), Part 21, title 49, Subtitle A, "Nondiscrimination in Federally-Assisted Programs" of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and (iv) Operator shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 (42 USC §12101, et seq., as amended), with regard to the operations on the Airport.

D. **Affirmative Action.** Operator shall undertake any affirmative action program required by DOT, Code of Federal Regulations (C.F.R.) Part 152, Title 14, Subpart E, as amended, and will otherwise comply with all requirements of this Subpart, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in or receiving the services or benefits of any activity covered by this Contract. Operator assures that it will require that its covered sub-organizations provide assurance to the Operator that they similarly will undertake affirmative action programs, that they will otherwise comply with all requirements of Subpart E, and that they will require assurances from their sub-organizations, as required by 14 C.F.R. Part 152, Subpart E.

E. **Disadvantaged Business Enterprises.** Operator acknowledges that the provisions of 49 CFR, Parts 23 and 26, DBE, may be applicable to the activities of Operator under the terms of this Contract. Unless exempted by law, Operator agrees to comply with said regulations to the extent required by law or by the FAA and DOT. These requirements may include compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, subject to review by the various agencies, the submission of various reports and, if so directed, the contract of specified percentages of goods and services contracts to DBEs.

F. **Disability.** Operator shall not discriminate on the basis of handicap in providing services hereunder, or in the treatment of persons as required by DOT Code of Federal Register (CFR)
Part 27, Title 49, as may be amended. Operator further agrees, in compliance with this Regulation, that it has full responsibility to assist passengers in boarding and de-boarding vehicles.

G. Operator shall comply with and enforce, as is currently or may be required, all provisions of Federal aviation regulations, amendments, and additions thereto, pertaining to airport security which affect its operation on the Airport. In this connection, Operator will be responsible to ensure that unauthorized persons do not enter any Airport Operations Areas which have been or may be designated by the Authority in its Airport Security Program in compliance with federal aviation regulations unless authorized and escorted by the Authority.

H. **Drug-Free Workplace.** During the performance of this Contract, the Operator agrees as follows:

1. To provide a drug-free workplace for the Operator’s employees.
2. To post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the Operator’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the Operator that the Operator maintains a drug-free workplace. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the Contract awarded to the Operator in accordance with this procurement transaction, where the Operator’s employees are prohibited from engaging in the unlawful manufacturer, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

I. **OSHA Standards.** Operator shall comply with all Occupational Safety and Health Administration (OSHA), and any other applicable rules and regulations. Operator and all subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property in connection with the Shuttle Services within and around the Airport under this Contract.
J. Promptly after receipt, Operator shall deliver to the Authority a true copy of any notice, warning, summons, or other legal process for the enforcement of any such laws, ordinances, rules, regulations, or orders. The Operator shall indemnify and hold the Authority harmless from and against all claims, actions, damages, liabilities, fines, penalties, costs, and expenses suffered or incurred by the Operator as a result of non-compliance with such laws, ordinances, resolutions, or regulations. The Operator shall promptly comply with such laws, ordinances, rules, and regulations within the time permitted by the applicable government entity.

SECTION 4. RULES AND REGULATIONS OF AUTHORITY

The Operator covenants and agrees to compel its officers, employees, guests, invitees, and those doing business with it to observe and obey all applicable rules and regulations of the Authority now in effect or hereinafter promulgated governing the conduct and operation of the Airport. The Authority agrees that, except in cases of emergency, it will give notice to the Operator of all such rules or regulations adopted by it at least five (5) days before the Operator shall be required to comply therewith. Copies of the rules and regulations are available at the offices of the Authority.

SECTION 5. FEDERAL AIRPORT AID

The Authority has applied for and received, and may in the future apply for and receive, grants of money for the benefit of the Airport from the Administrator of the Federal Aviation Administration (FAA), pursuant to applicable Federal law and from the Department of Aviation of the Commonwealth of Virginia, and from the City of Norfolk. In connection therewith, the Authority has undertaken or may undertake certain obligations respecting its operation of the Airport and the activities of its lessees, permittees, and contractors thereon. The Operator covenants and agrees that, if the Administrator of the FAA or any other governmental entity having jurisdiction over the enforcement of the obligations of the Authority resulting from such grant or grants shall make any orders, recommendations or suggestions to the Authority or the
Operator respecting the performance of the Operator, the Operator will promptly comply therewith.

SECTION 6. MAINTENANCE OF COMPUTER AIDED DISPATCH (CAD) AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS) REPLACEMENT SYSTEM

The Offeror shall provide a maintenance and support agreement with the Authority to ensure a process for the 24/7 365 support and maintenance of proposed products, interfaces and other required items.

SECTION 7. INDEMNIFICATION

A. Indemnification The Operator shall indemnify, defend and hold the Authority and its officers, Commissioners, agents and employees completely harmless from any and all liabilities, losses, suits, actions, claims, judgments, fines or demand of any character, including but not limited to court costs and attorneys’ fees brought because of any injuries or death to persons or damage received or sustained by any person or property on account of the operations by the Operator, its successors, subcontractors, suppliers, employees, agents or invitees, or on account of or in consequence of any neglect in safeguarding its operations at the Airport; or because of any negligent acts or omissions or misconduct of Operator; or because of any claims for or amounts recovered by any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Operator's worker's compensation coverage, or any other law, ordinance, order or decree unless resulting solely from the gross negligence of the Authority. Any funds due the Operator under and by virtue of this Contract, as may be considered necessary by the Authority for such purpose, may be retained for the use of the Authority or, in case no money is due, Operator’s surety may be held until such suit, action or claim for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Authority. Funds due the Operator will not be withheld when the Operator produces evidence satisfactory to the Authority that Operator is adequately protected by insurance covering such suits, actions, or claims.
Other than as set forth specifically in the paragraph above, the foregoing provisions shall in no way be deemed released, waived, or modified in any respect by reason of any insurance or surety provided by the Operator under this Contract.

SECTION 8. INSURANCE

A. Operator’s Insurance. Operator shall maintain such insurance as is customarily maintained by similar business enterprises at commercial airports, which must include, but is not limited to, the insurance specifically required herein. The Operator shall maintain insurance in companies acceptable to the Authority of the kinds and in the amounts herein specified, with companies licensed and admitted to conduct business within the Commonwealth of Virginia and having a current A.M. Best Key Rating of at least A, in the prescribed form or such other form as is, in its sole discretion, acceptable to the Authority. If any work or service provided for or to be performed under this Contract is sublet (as otherwise permitted by the terms of this Contract), the Operator shall require the subcontractor to maintain and furnish Operator and Authority with satisfactory evidence of worker’s compensation, employer’s liability and such other forms and amounts of insurance which the Operator deems reasonable, to include placements of the insurance with companies licensed and admitted to conduct business within the Commonwealth of Virginia and having a current A. M. Best Key Rating of at least A.

B. Operator and any subcontractor will maintain the following insurance coverage:

<table>
<thead>
<tr>
<th>Forms of Coverage</th>
<th>Minimum Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Worker’s Compensation and Occupational Diseases</td>
<td>Statutory Limits for Virginia</td>
</tr>
<tr>
<td>2. Employer’s Liability</td>
<td>$500,000 each accident</td>
</tr>
<tr>
<td>Bodily Insurance by Accident</td>
<td>$500,000 policy limit</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 each employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td></td>
</tr>
<tr>
<td>3. Comprehensive General Liability or Commercial General Liability on an occurrence basis as follows:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Combined Single Limit, or</td>
<td></td>
</tr>
</tbody>
</table>
General Aggregate Limit $2,000,000
Products-Completed Operations $2,000,000
Aggregate Personal Injury and Advertising Injury $1,000,000
Each Occurrence Limit $1,000,000
Fire Damage Limit (any one fire) $100,000
Medical Expense (any one person) $10,000

and will include these coverages:

- Contractual Liability;
- Contractors Protective Liability;
- Explosion, Collapse and Damage to Underground Utilities;
- Completed Operations for 24 months after the work has been completed;
- The Broad Form Comprehensive General Liability Endorsement including all of the aforementioned coverages.

4. Commercial Automobile Liability, for owned, non-owned, hired, leased, and rented vehicles;

   Combined Single Limits $1,000,000
   Uninsured Motorists $1,000,000
   Medical Payments $5,000
   Hired, Rented or Leased Autos $1,000,000
   Non-Owned Autos $1,000,000

5. Excess Third-Party Liability

   General Aggregate $5,000,000
   Products-Completed Operations $5,000,000
   Each Incident Limit $5,000,000
   Retention None or $10,000 Maximum

Over and Above these Primary Placements:

Commercial General Liability
Business Auto Liability Including Hired and Non-Owned Auto Liability
Employers Liability
6. Employee Dishonesty Bond

Employee Dishonesty $500,000

C. Third Party Beneficiary Clause No member of the public shall be considered a third-party beneficiary of this Contract. Nothing here shall authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

D. Evidence of Insurance Coverage the Operator will submit, along with the executed Contract, as provided herein, the standard "ACORD" Insurance Certificate form (or comparable insurance certificate form (acceptable to the Authority) signed by an authorized representative of the insurance company, certifying that the insurance coverage required hereunder is in effect for the services covered by this Contract. Said insurance certificate shall indicate that the Authority will be given written notice at least thirty (30) days prior to cancellation or non-renewal of any insurance required hereunder. The insurance company shall further agree to deliver copies of any insurance policies covering the insurance required hereunder to the Authority within ten (10) days following a request by the Authority for such copies.

E. Loss Payee; Subrogation. On all policies of insurance, the Authority shall be an additional insured or loss payee, as applicable. If available, the policy shall provide for a waiver of subrogation against the Authority.

F. Premiums. The cost of all insurance required by this Contract shall be paid by the Operator. Notwithstanding the provisions of the paragraph above, the Authority has the right to pay the premium for each insurance policy required herein, and the Operator agrees to reimburse the Authority for all premiums and related expenses associated with the procurement of the necessary insurance coverages under the terms and conditions of this Contract. Failure of the Authority to secure such insurance for the Operator shall not impose any liability upon the Authority and such failure shall not operate to waive or invalidate any obligation assumed hereunder by the Operator.
G. **Notice of Claims.** Operator agrees to notify the Authority promptly in writing of any claim, demand or action arising out of any occurrence related to the performance of this Contract of which the Operator has knowledge and to cooperate with Authority in the investigation thereof. In the event of any injury, death, loss or damage, the Operator shall give immediate notice to the Authority within twenty-four (24) hours of the event.

H. **Limitation of Liability.** Neither the Authority nor any of its employees, Commissioners or officers shall be liable or responsible for any personal injury or death of Operator’s employees, loss or damage to other property of the Operator, or loss of income and extra expense whether arising out of any incident of terrorism or any incident or peril included within the “Special Causes of Loss” form of the standard Commercial Property Policy as used within the Commonwealth of Virginia, including the perils of flood, dishonesty, earthquake, earth movement, the backup of sewers or drains, collapse of any building or structure, weather conditions, acts of God or any other cause of loss arising out of Nature.

**SECTION 9. EXCLUSIVE RIGHTS NOT GRANTED**

It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act, as amended, or any other federal criteria.

**SECTION 10. SUBORDINATION OF CONTRACT**

This Contract shall be subordinate to the provisions of any existing or future agreement between the Authority and the City of Norfolk, the Commonwealth of Virginia, or the United States relative to the operation or maintenance of the Airport the execution of which has been or may be required as a condition precedent to the granting of any funds for the development of the Airport. In the event that any future conditions materially impairs the Operator’s ability to perform the terms of the Contract, the Operator shall have the option to terminate the Contract on six (6) months written notice to the Authority.
SECTION 11. ASSIGNMENT OF CONTRACT

A. Operator shall not at any time sell, assign, or transfer in any manner whatsoever this Contract nor any part thereof for any purposes without the prior written consent of the Authority. The sale or transfer of (i) the controlling stock of a closed corporation, (ii) the controlling interest in a partnership or limited liability company, or (iii) of a controlling interest in any affiliate, whether in a single transaction or as a result of more than one transaction, shall be considered as an assignment for the purpose of this Section. No approved assignment or sublease shall in any way affect or diminish Operator's obligation to perform all of the terms, covenants, conditions, and provisions binding upon Operator and contained in this Contract.

B. In the event that Operator shall subcontract any part of the Contract, Operator is obligated to pay the subcontractor(s) interest at the rate of one (1) percent per month on all amounts owed by the Operator that remain unpaid seven (7) days following receipt of payment from the Authority, except for amounts withheld as stated herein. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the Contract. Operator’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Authority.

SECTION 12. CONDEMNATION

In the event of the acquisition by condemnation or the exercise of the power of eminent domain (which for these purposes shall not be deemed to include the Authority) of any interest in all or part of the Airport, the Operator shall not institute any action or proceeding or assert any claim against the Authority for compensation or consideration of any nature whatsoever, and any provision herein contained contrary to the provisions of this section shall have no force or effect. All compensation awarded or paid upon such a total or partial taking of Airport premises shall belong to and be the property of the Authority without any participation by the Operator. Nothing contained herein shall be construed to preclude the Operator from recovering directly from the condemning authority the value of any claim as may exist for loss of business, or damage to, or cost of removal of, or for the value of stock,
trade fixtures, furniture and other personal property belonging to the Operator; provided, however, that no such claim shall diminish or otherwise adversely affect the Authority's award or the award of the Trustee of any Airport Revenue Bonds, whether outstanding now or in the future.

SECTION 13. DEFAULT AND TERMINATION OF CONTRACT

A. Default by Operator. The occurrence of any of the following shall constitute an Event of Default by Operator:

1. The Operator fails to provide the insurance required herein;
2. The Operator fails to observe or perform any other covenant or agreement contained in the Contract or in any of the Proposal Documents, and such failure continues for a period of five (5) calendar days after written notice by the Authority of such failure requiring the same to be remedied, provided that if such observance or performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied within such 5-day period, but can be done, taken or remedied within a reasonable period of time, no Event of Default shall be deemed to have occurred or to exist if the Operator shall commence work, action or other remedy within such 5-day period and shall diligently and continuously prosecute the same to completion;
3. The Operator repeatedly fails to observe or perform any covenant or agreement in the Contract or in any of the Proposal Documents even if each such failure shall be cured within the time provided in subsection 2 above;
4. Any warranty, representation, certification, financial statement, or other information made or furnished by Operator at any time is determined by the Authority, in its sole judgment, to be false or misleading in any material respect;
5. If Operator, or any successor or assignee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;
6. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Operator, or if a receiver or trustee shall be appointed of all or substantially all of the property of Operator and such proceedings shall not be dismissed, or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

8. If this Contract or any controlling interest in Operator shall be transferred to or shall pass to or devolve on any other party, except in the manner permitted herein; or

9. The criminal conviction of Operator or any principal of Operator. For purposes of this Section, the term principal shall include a director, officer, general manager, partner, or member of Operator.

B. Effect of Operator’s Default.

In the event of any Default by Operator, in addition to any other remedies available at law or in equity, Authority shall have the following rights, options, and remedies which shall be construed and held to be cumulative, and no one of them shall be exclusive of the other:

1. Authority shall have the right to cancel and terminate this Contract immediately by giving to Operator written notice of the cancellation and termination.

2. Authority may elect, but shall not be obligated, to make any payment required of Operator or comply with any agreement, term or condition required by this Contract to be performed by Operator. Authority shall have the right to assume the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement for the purpose of correcting or remedying any such default and to continue the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement until the fault has been corrected or remedied, but any act or expenditure by Authority shall not constitute a waiver or release of the default of Operator or the right of Authority to take any action as may be otherwise permissible by law or under this Contract in the case of any default.

3. Authority shall have the right, but not obligation, to remove all or any part of the Operator’s property located on the Airport and to sell such property and apply the proceeds to any damages incurred by the Authority, or to store such property in a public warehouse or
at a place selected by the Authority, without liability therefore, at the expense and risk of the Operator.

4. Authority may recover from Operator all damages proximately resulting from the breach, including the cost to the Authority for providing the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement.

The rights of termination described above shall be in addition to any rights and remedies that the Authority shall have pursuant to this Contract or at law or in equity, and the exercise by the Authority of any right of termination shall be without prejudice to any other such rights or remedies.

C. Default by Authority.

The Operator’s sole remedy against the Authority for its default shall be the right to terminate this Contract upon sixty (60) days written notice to the Authority in the event that the Authority fails to comply with provisions of the Contract and such failure is not cured within thirty (30) days of Authority’s receipt of written notice from the Operator specifying such failure.

D. Other Termination.

1. If for any reason all scheduled certificate airline service at the Airport is permanently suspended, whether such suspension be due to Act of God, the public enemy or other circumstances, Operator shall have the right to terminate the Contract upon thirty (30) days written notice to the Authority.

SECTION 14. PERFORMANCE BOND

Upon the execution of the Contract by the Operator and delivery thereof to the Authority, the Operator shall also deliver to the Authority a Performance Bond in the amount of One Hundred Percent (100%) of the Operator’s contract costs, issued by a Surety authorized to do business in the State of Virginia or an irrevocable Letter of Credit in the same amount from a bank insured by the FDIC. This security shall remain in the possession of the Authority during the full term of the Contract to ensure the full, faithful, and prompt
performance of and compliance with, on the part of the Operator, all of the provisions, terms and conditions of this Contract.

SECTION 15. REPRESENTATIONS AND WARRANTIES OF OPERATOR

The Operator represents and warrants to the Authority that:

A. It is duly organized and validly existing under the laws of its jurisdiction, incorporation, or establishment;
B. It has the power and the authority to enter into and perform its obligations under this Contract and to pay the Fee in accordance herewith;
C. This Contract has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery hereof by the other parties hereto, constitutes a legal, valid and binding obligation of its enforceability against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditor’s rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law;
D. Its execution and delivery of this Contract and its performance of its obligations hereunder do not and will not constitute or result in a default under, a breach or violation of, or the creation of any lien or encumbrance on any of its property under its charter or bylaws (or equivalent organizational documents), or any other agreement, instrument, law, ordinance, regulation, judgment, injunction, or order applicable to it or any of its property;
E. All consents, authorizations and approvals requisite for its execution, delivery and performance of this Contract have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery, or performance; and
F. There is no proceeding pending or threatened against it at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under this Contract, and there is no such proceeding pending
against it which purports or is likely to affect the legality, validity, or enforce ability of this Contract.

SECTION 16. FORCE MAJEURE

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Contract except as set forth below due to causes beyond the control of that party including, but not limited to, strikes, boycotts, labor disputes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods riots, rebellion, sabotage or other circumstances for which such party is not responsible or which are not in its power to control.

SECTION 17. CONTRACT BINDING UPON SUCCESSORS

This Contract shall be binding upon and shall inure to the benefit of the successors and assigns as permitted herein.

SECTION 18. OPERATOR'S DEALINGS WITH THE AUTHORITY

Whenever in this Contract the Operator is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the Authority, the Operator shall deal with the Authority's authorized representative; and unless or until the Authority shall give Operator written notice to the contrary, the Authority's authorized representative shall be its Executive Director.

SECTION 19. CLAIMS AND LIENS

The Operator shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workers, and all claims lawfully made against it by other third persons arising out of or in connection with the performance of work, and shall cause its contractors or subcontractors to pay all such claims lawfully made against them. Nothing
herein contained shall be deemed to constitute consent to the creation of any lien or claim against Authority assets.

**SECTION 20. INDEPENDENT CONTRACTOR**

It is understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or of creating a joint venture, or as establishing Operator as the agent, representative, or employee of the Authority for any purpose or in any manner whatsoever.

Operator is to be, and shall remain, an independent contractor with respect to all services performed under this Contract.

**SECTION 21. WAIVERS**

Every provision herein imposing an obligation upon the Operator is a material inducement and consideration for the execution of this Contract. No waiver by the Authority of any of the terms, covenants or conditions of this Contract, or noncompliance therewith, shall be deemed as a waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the Authority to exercise any right, power, privilege, or option arising from any default shall impair any such right, power, privilege, or option, nor be construed as a waiver of any such default or acquiescence therein. No notice by the Authority shall be required to restore or revive time as being of the essence hereof after waiver by the Authority of default in one or more instances.

**SECTION 22. DISPUTES**

A. Dispute Resolution.

1. Operator must submit all claims, of whatsoever nature or basis, in writing, to the Executive Director of the Authority within ten (10) calendar days of the occurrence allegedly giving rise to such claim. Any claim not timely submitted to the Executive Director is deemed to be waived.
The Executive Director shall respond to such written claim within fifteen (15) working days of the receipt of the claim by either: (i) making a written determination with respect to the claim, or (ii) making a written request for additional information. If requested, Operator shall provide all requested additional information within seven (7) working days of the date of the Executive Director’s request, or the claim is waived. Thereafter, the Executive Director shall make a written determination with respect to the claim within fifteen (15) working days after receipt of the additional information. In either case, the Executive Director’s written determination shall be final and conclusive unless within thirty (30) calendar days from the date of the Executive Director’s written determination, Operator requests, in writing, an appeal to the Authority’s Board of Commissioners, hereinafter referred to as the (Board), stating specifically all grounds of appeal.

2. The Board shall use its best efforts to hear any such appeal within ninety (90) working days after the Board’s receipt of the written appeal. At such hearing, Operator shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Board in its sole discretion. The decision of the Board shall be final and conclusive unless appealed by Operator within thirty (30) working days to the Circuit Court for the City of Norfolk and found by the Court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Circuit Court for the City of Norfolk has exclusive jurisdiction and venue with respect to all disputes arising from or under this Contract, regardless of nature or basis.

3. Operator shall diligently continue performance of this Contract, including as may be directed by the Executive Director or the Board, regardless of whether such dispute is pending or on appeal, and regardless of the outcome of such dispute or appeal.

B. Situs and Service of Process.

Operator agrees that all actions or proceedings arising out of this Contract shall be litigated only in the Circuit Court of the City of Norfolk and Operator hereby consents to the jurisdiction and venue of the aforesaid court and waives personal service of any and all process upon the Operator herein, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to the Operator at the address herein stated,
and service so made shall be complete two (2) days after the same shall have been mailed as aforesaid.

SECTION 23. ENTIRE CONTRACT

The Contract, along with the Operator’s Proposal, the Request for Proposal, the Terms and Conditions and all Exhibits and Schedules, constitute the entire present Contract between the Authority and the Operator. Each of such documents and exhibits is incorporated herein by this reference as if fully set forth herein and made a part thereof. No change in, modification of or supplement to this Contract shall be valid or enforceable unless it is in writing and signed both by the duly authorized representatives of the Authority and the Operator.

SECTION 24. DEFINITIONS AND CONSTRUCTION

A. **Definitions.** The following terms, when used in this Contract shall, unless the context requires otherwise, have the respective meanings given below:

1. **Airport** shall mean the land and premises in the City of Norfolk, Commonwealth of Virginia, and lands contiguous thereto which may be acquired from time to time by the Authority for Airport purposes and which shall comprise the Norfolk International Airport.

2. **Authority** shall mean the Norfolk Airport Authority, owner and operator of the Airport.

3. **Agreement or Contract** shall mean this Contract including the Proposal, the Request for Proposals, the Terms and Conditions and all exhibits and schedules referenced therein or attached thereto which are all hereby incorporated herein as if fully set out.

4. **Improvements** shall mean all planning, design work needed to supply and finish all improvements, equipment, and vehicles necessary for the Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement.

5. **Services** shall mean the provision of all necessary personnel and equipment to provide Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement at the Airport as defined in the Proposal Documents.
6. **Proposal Documents** shall mean the Request for Proposals, the Proposal Form, the Contract, and all exhibits referenced therein or attached thereto, all of which are incorporated herein by this reference as if fully set out.

B. **Construction of Certain Terms.** For all purposes of the Proposal Documents, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

1. The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

2. The terms defined in this Contract shall have the meanings assigned to them herein and include the plural as well as the singular.

C. **Table of Contents, Titles, and Headings.** The table of contents, titles and headings of the sections are solely for convenience of reference, are not a part of the Proposal Documents, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

D. **Interpretation.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or Operator. If any provision of this Contract is determined to be void by any court or competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect.

E. **Applicable Law.** This Contract shall be construed according to the laws of the Commonwealth of Virginia.
EXHIBIT A

DISADVANTAGED BUSINESS ENTERPRISE ELIGIBILITY AND JOINT VENTURE INFORMATION

COMPUTER AIDED DISPATCH (CAD) AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS) REPLACEMENT

NORFOLK INTERNATIONAL AIRPORT
SCHEDULE OF INFORMATION
FOR DETERMINING
DISADVANTAGED BUSINESS ENTERPRISE ELIGIBILITY

NAME: _______________________________________________________
Address of Offeror: _____________________________________________
Phone Number: ____________________

1. The Offeror is: (Check One)
   _____ Sole Proprietorship  _____ Corporation
   _____ Partnership  _____ Joint Venture
   _____ Other (Specify: ________________________________ )

2. Nature of Business:

3. Years Offeror has been in business:


5. See Schedule A-3.

6. Each of those listed in questions 5, attach a brief summary of the person’s experience and number of years with the Offeror, indicating the person’s qualifications for the responsibility given him or her.

7. Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties which restrict ownership or control of minority owners.

8. Identify any owner (see Item 4) or management official (see Item 5) of the named Offeror who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named Offeror. Present business relationships include shared space, equipment, financing, or employees, as well as both firms having some of the same owners.
9. What are the gross receipts of the Offeror of each of the last two years?

Year Ending: ___________________________ $
Year Ending: ___________________________ $

10. Name of bonding company, if any:

Bonding limit:

Source of letter of credit, if any:

11. Is the Offeror authorized to do business in the Commonwealth of Virginia, as well as locally, including all necessary business licenses? __________

12. Indicate if this Offeror or other Offerors with any of the same officers has previously received or been denied certification or participation as a Disadvantaged Business Enterprise and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.
Appendix E – Schedule A Forms

Schedule A-1

OWNERSHIP OF OFFEROR

Identify those who own 5% or more of the Offeror’s ownership. Columns (e) and (f) need to be filled out only if the Offeror is less than 100% disadvantaged owned.

<table>
<thead>
<tr>
<th>(a)</th>
<th>(b)</th>
<th>(c)</th>
<th>(d)</th>
<th>(e)</th>
<th>(f)</th>
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</thead>
<tbody>
<tr>
<td>NAME</td>
<td>RACE</td>
<td>SEX</td>
<td>YEARS OF OWNERSHIP</td>
<td>OWNERSHIP PERCENTAGE</td>
<td>VOTING PERCENTAGE</td>
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</table>

With Offerors less than 100% disadvantaged owned, list the contributions of money, equipment, real estate, or expertise of each of the owners on a separate schedule and attach it to this Schedule.
## Schedule A-2

### CONTROL OF OFFEROR

Identify by name, race sex and title in the Offeror those individuals (including owners and non-owners) who are responsible for day-to-day management and policy decision making, including but not limited to, those with prime responsibility for:

<table>
<thead>
<tr>
<th>NAME</th>
<th>RACE</th>
<th>SEX</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Decisions:</td>
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<td></td>
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<tr>
<td>Management Decisions</td>
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<td></td>
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<tr>
<td>(a) Estimating</td>
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<td></td>
<td></td>
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<tr>
<td>(b) Marketing and Sales</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hiring &amp; Firing of Management Personnel</td>
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<tr>
<td>Supervision of Field Operations:</td>
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<tr>
<td>Other:</td>
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<td></td>
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</tbody>
</table>
AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of ________________ (Name of Offeror) as well as the ownership thereof. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

NOTE: If, after filing this Schedule A and before the execution of the Contract, there is any significant change in the information submitted, then you must inform the Authority directly.

Date:

Name of Offeror

By: ____________________________

(Corporate Seal)

__________________________

(Title)

STATE OF ____________________________
CITY/COUNTY OF ____________________________, to-wit:

On this __________ day of __________________________, 2018 before me appeared __________________________, to me personally know, who being duly sworn, did execute for foregoing affidavit and did state that he or she was properly authorized by __________________________ (Name of Offeror) to execute the affidavit and did so as his or her free act and deed.

Notary Public

______________________________

My Commission Expires: ______________
My Commission Number: ______________
EXHIBIT B

QUALIFICATION FORM

COMPUTER AIDED DISPATCH (CAD) AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS) REPLACEMENT

NORFOLK INTERNATIONAL AIRPORT
EXHIBIT B
QUALIFICATION FORM
COMPUTER AIDED DISPATCH (CAD) AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS) REPLACEMENT
NORFOLK INTERNATIONAL AIRPORT
__________________________, first being duly sworn, deposes and says:

1. _________________ (He or She) is authorized to give this Affidavit on behalf of _________________ (name of Offeror) unless Offeror is an individual, in which cases, himself or herself, and unless an individual, a copy of the relevant authorization (e.g., partnership agreement or certified copy of corporate resolution) is attached.

2. _________________, (name of Offeror) has met all requirements necessary to fully authorize it perform Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) Replacement at Norfolk International Airport.

3. _________________, (name of Offeror) has the following experience in the replacement of Computer Aided Dispatch (CAD) And Law Enforcement Records Management Systems (RMS) : (Here fully state experience)

4. Attached hereto is _________________ (name of Offeror) financial statement or balance sheet as required under the Request for Proposals.

Signature of Offeror
____________________________________

STATE OF ___________________________
CITY/COUNTY OF ___________________
, to-wit:

Subscribed and sworn to before me this ________ day of __________, 2018.

Notary Public __________________________

My Commission Expires: __________________
My Commission Number: ________________
Appendix H – Other Federal Contract Requirements

GENERAL CIVIL RIGHTS PROVISIONS
The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Civil Rights - 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) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases 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 leases 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 sponsor or the Federal Aviation Administration 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 sponsor or the Federal Aviation Administration, 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 Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of 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 sponsor or the Federal Aviation Administration 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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**CLauses for Deeds Transferring United States Property**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE,** the Federal Aviation Administration as authorized by law and upon the condition that the Norfolk Airport Authority will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining
to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Norfolk Airport Authority all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Norfolk Airport Authority and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Norfolk Airport Authority, its successors and assigns.

The Norfolk Airport Authority, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Norfolk Airport Authority will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Norfolk Airport Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for
another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds 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.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Norfolk Airport Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Norfolk Airport Authority will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the Norfolk Airport Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Norfolk Airport Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) 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 (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Norfolk Airport Authority will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and
the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Norfolk Airport Authority will there upon revert to and vest in and become the absolute property of Norfolk Airport Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
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 (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 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).
Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, 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 Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.