

NAA-2021-08-05
NORFOLK AIRPORT AUTHORITY
REQUEST FOR PROPOSALS AND CONTRACT
AUCTIONEER SERVICES
NORFOLK INTERNATIONAL AIRPORT
NORFOLK, VIRGINIA

Issued:
July 2, 2021

Proposals Due:
August 5, 2021 at 2:00 p.m. (local time)

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SECTION I
REQUEST FOR PROPOSALS
AUCTIONEER SERVICES
NORFOLK INTERNATIONAL AIRPORT

SECTION 1. REQUEST FOR PROPOSALS

1.1 Request for Proposals. The Norfolk Airport Authority (the Authority) requests proposals from qualified auctioneers (Offeror) to provide auctioneer services for the Authority. Auctioneer services are required for abandoned vehicles and goods which have come into the possession of the Authority under section 144 (C) (02) of the charter of the City of Norfolk, as well as any Authority-owned vehicles and equipment which have been declared surplus.

1.2 Proposal Documents. The Proposal Documents consist of the following:

- Section 1. Request for Proposals
- Section II. The Proposal Form to be completed by Offeror
- Section III. The Contract Form
- Section IV. Terms and Conditions

The final Contract to be executed by the Selected Offeror and the Authority shall include all four (4) parts of the Proposal Documents including the Proposal Form submitted by the Selected Offeror.

1.3 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.

1.4 Copies. Copies of the Proposal Documents are available upon request to:

Steven C. Sterling, Deputy Executive Director
Norfolk Airport Authority
Norfolk International Airport
2200 Norview Avenue, Norfolk, Virginia 23518
ssterling@norfolkairport.com

or by visiting the Norfolk International Airport website, under the Business Opportunities link at <http://www.norfolkairport.com/business-opportunities>.

1.5 Proposal Conference. A virtual Pre-Proposal Conference for all interested parties has been scheduled for July 15, 2021 at 1:30 p.m. This conference is optional. An Authority Representative will be available to review the Proposal Documents and to answer any questions.

Please register for Norfolk Airport Auctioneer Services Pre-Proposal Conference on July 15, 2021 1:30 PM EDT at:

<https://attendee.gotowebinar.com/register/7549635379953788687>

After registering, you will receive a confirmation email containing information about joining the webinar.

1.6 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 July 21, 2021 at 5:00 p.m. to Steven Sterling, preferably by email. 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.

1.7 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.

SECTION 2. SUBMISSION OF PROPOSALS.

2.1 Due Date. Proposals will be received until August 5, 2021 at 2:00 p.m. (local time), in the offices of the Authority at the following address:

Norfolk Airport Authority
Administration Office Suite 200
Norfolk International Airport
2200 Norview Avenue
Norfolk Virginia 23518

at which time Proposals will be publicly opened and read aloud. 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.

2.2 The Proposal Form. Proposals must be submitted on the Proposal Form at Section II of the Proposal Documents and must include all required information. 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 and one (1) copy of 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 "Auctioneer Services", and the date, time and place the Proposal is to be received. **Responders must also submit one (1) electronic copy of their complete response on a thumb drive or DVD utilizing Microsoft Office tools.** 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.

2.3 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.

2.4 Incorporation of Representations, etc. 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 Offeror in the Contract.

2.5 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 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.

SECTION 3. INFORMATION ACCOMPANYING PROPOSALS.

3.1 Burden on Offeror. It is the burden of Offeror to provide evidence in its Proposal that it is fully competent to provide the Auctioneer Services and that it has the necessary experience and capacity to fulfill the requirements of the Proposal Documents.

3.2 Additional Information; Presentation. 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.

3.3 Information about Offeror to be included in Proposals. A 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.
 - iii. The identification number issued by the State Corporation Commission.

- iv. 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 a copy of Offeror's federal income tax returns for the last two (2) years.
- h. 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.

- i. A completed Bank Reference Authorization (form attached to the Proposal Form).
- j. A credit report issued by a nationally recognized credit reporting agency (e.g., Equifax, Experian) dated within thirty (30) days of the Due Date.
- k. 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.
- l. State whether Offeror has ever been denied a permit, license, or certificate necessary to provide any services similar to Auctioneer Services. If so, provide information regarding each such denial, including the date of each application, the type of service to be provided pursuant to each application, the governmental entity with which each application was filed, and the reasons the application was denied.
- m. State whether Offeror has been convicted of any felony or a misdemeanor that involves moral turpitude (e.g., lying, cheating, or stealing).
- n. 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 of the Auctioneer Services, has never been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d).
- o. 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.

- p. 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.
- q. 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.
- r. 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.
- s. If applicable, provide complete information and documentation pertaining to Proposer's status as a Disadvantaged Business Enterprise (DBE).

3.4 Service Information to be provided with Proposals. The following information must accompany each Proposal:

- a. Detailed information relating to other business ventures that the Offeror has operated or is currently operating that are comparable to the Auctioneer Services. Such information shall include, but not be limited to, references sufficient to enable the Authority to determine the Offeror's financial responsibility and proven experience in the operation and management of a reputable Auctioneer business.
- b. Confirmation that the Auctioneer is registered with the Commonwealth of Virginia and is certified by the Virginia Auctioneers Board as a Certified Virginia Auctioneer.
- c. The full legal name and address of each individual who will serve in a managerial or supervisory position with regard to the Auctioneer Services and for each such individual, detailed information to establish to the satisfaction of the Authority the individual's qualifications and experience.

- d. Written certification in the Proposal Form that Offeror has determined all requirements required by any regulatory agency for Offeror to provide Auctioneer Services, and that Offeror has or will be able to obtain all required permits, licenses, and certificates upon thirty (30) calendar days of receipt of the Notice of Intent to Award the Contract. The Selected Offeror must promptly and diligently apply for and pursue the required permits, licenses, and certificates. Selected Offeror shall provide the Authority, upon request, with a copy of any such licenses, permits and certificates and any applications and other information provided to such regulatory agencies and continuously keep Authority fully informed of the status of each application.
- e. Offeror may submit any additional information that is material and relevant to a determination of its qualifications and ability to Auctioneer Services of the type required hereunder offering safe, uninterrupted, timely, and efficient service as determined by the Authority in its sole discretion. Offeror will complete and submit the Qualification form attached to the Proposal.

SECTION 4. ACCEPTANCE OR REJECTION OF PROPOSALS

4.1 Withdrawal of RFP. 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.

4.2 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.

4.3 Selection of Proposal. Within thirty (30) 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.

4.4 Notice of Intent to Award. 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.

SECTION 5 BASIS FOR AWARD

5.1 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:

- a. The experience of Offeror and those employees of the Offeror whom the Offeror certifies will have overall management supervision as well as those persons who will have major responsibilities in providing Auctioneer Services.
- b. The Offeror's proposed operating plans, including marketing plans.
- c. The financial condition of Offeror, and if relevant, any Controlling Party, and the ability to obtain adequate financing to perform those functions necessary for the Contract.
- d. An evaluation of the Offeror's current and past performance in providing comparable services, particularly at airports or public facilities.
- e. Personal and professional references.
- f. The Fees for providing the Auctioneer.
- g. Offeror's willingness to accept credit card payment and, if so, any associated convenience fee.
- h. Offeror's DBE participation, if applicable.

- i. The completeness and quality of Offeror's Proposal.
- 5.2 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:
- a. The Offeror, including representations and other data contained in Offeror's Proposal or other information provided by Offeror.
 - b. Other information available to the Authority, including financial data and records concerning Offeror's performance.
 - c. Publications, including credit ratings, trade and financial journals or reports.
 - d. Other sources, including banks or other financial companies; state, county and municipal departments and agencies; and other airports.
 - e. 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 in order to verify its financial responsibility.

SECTION 6 EXECUTION OF CONTRACT

6.1 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.

6.2 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.

SECTION 7 FAILURE TO EXECUTE CONTRACT

7.1 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.

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SECTION II

PROPOSAL

FOR OPERATION OF

AUCTIONEER SERVICES

NORFOLK INTERNATIONAL AIRPORT

**PROPOSAL
FOR OPERATION OF
AUCTIONEER SERVICES
NORFOLK INTERNATIONAL AIRPORT**

TO: NORFOLK AIRPORT AUTHORITY _____, 2021

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 provide Auctioneer Services (hereinafter called "Auctioneer Services") 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 provide Auctioneer Services for a commission of _____ percent (_____ %) of gross collections. The Auctioneer ___ agrees _____ does not agree (check one) to accept credit card forms of payment. If the Auctioneer agrees to accept credit card forms of payment, the Auctioneer agrees to charge a maximum of _____ Dollars (\$ _____) as a convenience fee to the buyer for accepting credit card payment. Please state in the proposal any conditions for accepting credit card payment. 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 "Auctioneer" 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 perform Auctioneer Services at the Airport. The Offeror will fully comply with all the requirements associated with performing Auctioneer Services.

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.

7. 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 Auctioneer Service, 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).

8. Offeror certifies that it has determined all requirements for permits, licenses, and certificates required by any regulatory agency for Offeror to perform Auctioneer Services, and that Offeror has obtained all required permits, licenses, and certificates upon thirty (30) calendar days of receipt of the Notice of Intent to Award the Contract.

9. It is the policy of the Authority that, in compliance with U. S. Department of Transportation Regulations 49 C.F.R. Parts 23 and 26, as may be amended, and other applicable federal, state, and local statutes or regulations that may apply, a business which qualifies as a Disadvantaged Business Enterprise ("DBE") shall have the maximum opportunity to participate in the Authority's contracts and leases for the Airport.

a. In conformity with the requirements of 49 C.F.R. Parts 23 and 26, 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.

b. All DBE participants under the Contract must be certified by the proper authorities.

c. A qualified DBE Offeror that operates under a franchise or license agreement must meet the standards outlined in 49 C.F.R. Parts 23 and 26 and shall submit a copy of its franchise or license agreement with its Proposal for verification by the Authority as part of the DBE certification process.

d. 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 e-mail address of the Offeror is: _____

E.

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Witness the following signature(s):

SIGNATURE(S): *

Name of Offeror

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Witness

.....
* (*) 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 _____, 2021, 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 _____, 2021, 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: _____

**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 do so.

(Title)

STATE OF: _____

CITY/COUNTY OF: _____, to-wit:

On this _____ day of _____, 2021, 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 _____, 2021, 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: _____

BANK REFERENCE AUTHORIZATION

Date

Name of Bank

Address of Bank

Attn: _____

Telephone #

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 Numbers(s)

SECTION III

CONTRACT

AUCTIONEER SERVICES

NORFOLK INTERNATIONAL AIRPORT

SECTION III
CONTRACT
AUCTIONEER SERVICES
NORFOLK INTERNATIONAL AIRPORT

This Contract made as of the _____ day of _____ 2021, by and between the Norfolk Airport Authority (the "Authority") and _____ (the "Auctioneer").

WITNESSETH THAT:

The Authority and the Auctioneer, 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 1. SERVICES

A. The auctioneer will be required to handle newspaper, internet, email, and or direct mail advertising, with copies of each submitted to the Authority. Direct mail advertising, if used, must be postmarked no later than fourteen (14) days prior to auction date. Advertisements must be in a newspaper of general circulation in the City of Norfolk. The auctioneer will also post necessary legal ads regarding Lost and Found items that are auctioned.

B. The auctioneer shall furnish such labor, equipment, supplies, forms and handouts as may be necessary to conduct the auction in an efficient and timely manner.

C. The auctioneer will be required to mark each vehicle, piece of equipment, or lot of materials with a bid lot number no later than three (3) business days prior to auction date.

D. The auctioneer agrees to accept cash and/or certified checks as payment for purchases. The auctioneer may also accept personal and/or business checks and credit cards, but at the auctioneer's risk. The auctioneer may charge the buyer a convenience for accepting credit card as a form of payment. The auctioneer will also provide a receipt to the customer.

E. The auctioneer shall be responsible for having all purchased items/lots paid for and removed from the auction site in a timely manner. If on airport property, these items/lots must be removed within five (5) days of the auction. It shall be the responsibility of the auctioneer to advise buyers of this removal requirement.

F. The auctioneer shall not charge buyers a registration fee for auctions held on airport property.

G. The auctioneer shall not add a buyer's premium, commission or service fee to the sale price of any Authority lot with the exception of a convenience fee for payment by credit card, provided these terms are included in the contract.

H. The auctioneer may not bid directly or indirectly on any items/lots sold from Authority auctions.

I. The auctioneer shall not sell or contract with other vendors for the sale of food/beverage items at auctions held on airport property.

J. The auctioneer shall not be responsible for items/lots that do not sell. The Authority shall not be responsible for payment of auctioneer's commission fees for incomplete sales.

K. The Authority agrees to provide the auctioneer with thirty (30) days notice of auctions to be scheduled. Any public auction under this contract shall occur at periodic intervals at the option of the Authority and at locations designated by the Authority.

L. The Authority will be responsible for assignment of vehicle titles or, in the case of abandoned vehicles, the required documents for Virginia vehicle titling to buyers. The Authority will provide copies of titles and/or required vehicle titling documents of Authority owned abandoned and surplus vehicles to the auctioneer as requested. Distribution of extra keys upon receipt of payment for vehicles and equipment shall be the responsibility of the auctioneer.

M. The Authority reserves the right to delete items from the auction until the time of sale. The Authority also reserves the right to set a minimum bid on any of the items auctioned.

N. The Authority reserves the right to negotiate for additional services which may be required during the contract period.

SECTION 2. PAYMENT

The Authority agrees to pay the Auctioneer a fee of _____ percent (_____%) of gross collections. Proposed fees are to be applicable for the entire period of the Contract. The proposed fees include labor, equipment, insurance, license and permit fees, profit and other costs associated with the administration of this contract. The auctioneer will

deliver to the Authority a certified check in the full amount of monies collected for lots sold minus commission fees, advertising, key fees and other fees as agreed upon by the Authority. The auctioneer will be responsible for the collection of any outstanding balances owed by bidders. The Auctioneer ___agrees _____does not agree (check one) to accept credit card forms of payment. If the Auctioneer agrees to accept credit card forms of payment, the Auctioneer agrees to charge a maximum of _____Dollars (\$_____) as a convenience fee to the buyer for accepting credit card payment. Please state in the proposal any conditions for accepting credit card payment.

SECTION 3. DATE OF PAYMENT

The payment shall be made payable to the Norfolk Airport Authority and delivered not more than five (5) business days after auction. A business day is defined for this purpose as 8:30 a.m. till 5:00 p.m. Monday through Friday. The auctioneer shall provide a reconciliation report depicting the total revenue minus the itemized deductions as previously described. The auctioneer shall submit a report of auction bids that were won. This report shall consist of the lot number, item description, buyer information and winning bid amount. The auctioneer shall also provide copies (to the Authority) of all invoices provided to each winning bidder. These invoices shall include the bidder's information, the item description, and amount of their purchase.

SECTION 4. TERM

The term of this Contract shall be for three (3) years and shall commence on September 1, 2021 and expire on August 31, 2024. Notwithstanding any other provisions herein to the contrary, the Authority reserves the right to extend the contract the term of this agreement on all the same terms and conditions set forth herein on an annual basis for up to two (2) additional years at mutually agreed upon rates.

SECTION 5. PREMISES

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

SECTION 6. REPORTS

The auctioneer shall furnish a copy of the typed sales receipt for vehicles and equipment that show the year, make, model, vehicle identification number, and odometer or hours reading to the Authority as well as the buyer's information, bid amount and key fee. The auctioneer shall also furnish a typed report listing the items sold. This report should list each item sold, a description of that item and the winning bid amount.

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 Auctioneer:

SECTION 8. ENTIRE CONTRACT

This Contract and Proposal Documents incorporated herein constitutes the entire agreement between the Authority and the Auctioneer. 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 Auctioneer.

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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW**

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

AUCTIONEER

By its

(Title)

ATTEST:

(Title)

NORFOLK AIRPORT AUTHORITY

By _____
Executive Director

ATTEST:

Assistant Secretary

SECTION IV

TERMS AND CONDITIONS

AUCTIONEER SERVICES

NORFOLK INTERNATIONAL AIRPORT

TERMS AND CONDITIONS

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SECTION IV
TERMS AND CONDITIONS
AUCTIONEER SERVICES

The following Terms and Conditions are attached to and made a part of the Contract for Auctioneer Services (hereinafter referred to as "Auctioneer Services") at Norfolk International Airport (hereinafter referred to as "Airport"):

SECTION 1. OBLIGATIONS OF AUCTIONEER

Auctioneer warrants and agrees that it will:

A. Conduct an operation which complies with the highest standards of providing auctioneer services and will furnish all necessary fixtures, equipment, supplies, materials, facilities, and personnel (including licensed personnel as necessary).

B. Furnish the Auctioneer Services promptly, efficiently and adequately to meet all reasonable demands therefore on a fair, equal and non-discriminatory basis.

C. Be responsible for obtaining and maintaining all permits, licenses and certificates required by any regulatory agency to conduct the auctioneer services provided hereunder.

D. Conduct its operations in an orderly and proper manner so as not to unreasonably annoy, disturb or be offensive to others on or near the Airport.

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

F. Be responsible for the conduct, demeanor and appearance of its employees, invitees and those doing business with Auctioneer. Upon receipt of any complaint or objection to the conduct, demeanor or appearance of the employees or those doing business with the Auctioneer, the Auctioneer shall immediately take all reasonable steps necessary to remove the cause of the complaint or objection. Personnel performing services on Airport property shall adhere to Airport rules and regulations regarding appropriate attire, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, and any other restrictions that may apply.

G. 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.

I. Not do or permit to be done anything which may interfere with free access and passage on and to the Airport.

J. Ensure the availability of a back up auctioneer to maintain the level of Auctioneer Services required under this Contract.

K. Pay all taxes and assessments of any nature whatsoever against any vehicles and equipment required hereunder, as well as all taxes and assessments against the personal property used in its operation, and secure all necessary city, state and federal licenses.

L. Maintain, in accordance with generally accepted accounting practices, throughout the term of the Contract and for three (3) years thereafter, records and books of account, recording all transactions in any way connected with its operation at the Airport, which records and books of account shall be made available at reasonable times for audit and inspection by the Authority. If such records and books of account are maintained outside the City of Norfolk, Auctioneer shall reimburse the Authority for expenses incurred in sending representatives to wherever such records may be maintained, such expense to include transportation, lodging, food and other out-of-pocket expenses resulting from the necessity to leave Norfolk.

SECTION 2. RIGHTS OF SELECTED OFFEROR

The Auctioneer shall provide Auctioneer Services only and will not conduct any other type of business whatsoever on the Airport unless otherwise approved in writing by the Authority.

SECTION 3. INGRESS AND EGRESS

The Auctioneer, its customers, invitees, employees, contractors, suppliers of material and furnishers of service, shall have the right of ingress and egress between the Airport and the city streets or public ways used in common with others having similar rights.

SECTION 4. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

A. Auctioneer 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 Auctioneer's operation at the Airport. Without limiting the generality of the foregoing, Auctioneer shall comply with the laws and regulations specified herein.

B. Federal Immigration Law. At all times during the Term of this Contract, the Auctioneer 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 Auctioneer violates this provision of this Contract, the Authority may terminate the Contract, and the Auctioneer shall be liable for any actual and consequential damages to the Authority, including attorneys' fees and court costs, if any.

C. Non-Discrimination. Auctioneer covenants and agrees that: (i) Auctioneer, 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 Auctioneer Services 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) Auctioneer 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) Auctioneer 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. Auctioneer 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. Auctioneer assures that it will require that its covered sub-organizations provide assurance to the Auctioneer 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. Auctioneer acknowledges that the provisions of 49 CFR, Parts 23 and 26, DBE, may be applicable to the activities of Auctioneer under the terms of this Contract. Unless exempted by law, Auctioneer 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. Auctioneer 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. Auctioneer further agrees, in compliance with this Regulation, that it has full responsibility to assist passengers in boarding and deboarding vehicles.

G. Auctioneer 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, Auctioneer will be responsible to insure 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. OSHA Standards. Auctioneer shall comply with all Occupational Safety and Health Administration (OSHA), and any other applicable rules and regulations. Auctioneer 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 Auctioneer Services within and around the Airport under this Contract.

I. Promptly after receipt, Auctioneer 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 Auctioneer 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 Auctioneer as a result of non-compliance with such laws, ordinances, resolutions or regulations. The Auctioneer shall promptly comply with the such laws, ordinances, rules and regulations within the time permitted by the applicable government entity.

SECTION 5. RULES AND REGULATIONS OF AUTHORITY

The Auctioneer 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 Auctioneer of all such rules or regulations adopted by it at least five (5) days before the Auctioneer shall be required to comply therewith. Copies of the rules and regulations are available at the offices of the Authority.

SECTION 6. 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 Auctioneer 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 Auctioneer respecting the performance of the Auctioneer, the Auctioneer will promptly comply therewith.

SECTION 7. MAINTENANCE AND REPAIR OF VEHICLES

The Auctioneer shall at all times maintain in good repair and keep in a clean and orderly condition and appearance the Auctioneer's vehicles, equipment and other personal property which are located in or on any part of the Airport, such conditions at all times satisfactory to the Authority. Auctioneer shall permit, at any time, inspection by the Authority of the Auctioneer's vehicles and equipment. Auctioneer will not perform any maintenance on vehicles or equipment anywhere on the Airport or other Authority property without the prior written approval of the Authority.

SECTION 8. LOCAL MANAGEMENT

Auctioneer shall continuously have in charge a competent and experienced local manager who shall be responsible for the operation authorized under this Contract. The Auctioneer shall at all times provide Authority in writing the name, mailing address and telephone number (for emergency contact) of each local manager.

The Auctioneer further agrees to give due consideration to any notice from the Authority of its dissatisfaction with the local manager's performance and to take all reasonable action to eliminate the cause of such dissatisfaction, including but not limited to the replacement of the local manager.

SECTION 9. INDEMNIFICATION

A. Indemnification

The Auctioneer 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 Auctioneer, 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 Auctioneer; 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 Auctioneer'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 Auctioneer 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, Auctioneer'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 Auctioneer will not be withheld when the Auctioneer produces evidence satisfactory to the Authority that Auctioneer 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 Auctioneer under this Contract.

SECTION 11. INSURANCE

A. Insurance

The Auctioneer agrees, at its own cost and expense, it will take out and keep in full force and effect during the term of this Agreement, with a company licensed to do business in Virginia, general comprehensive public liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) per occurrence and in the amount of ONE MILLION DOLLARS (\$1,000,000) for property damage each occurrence, naming the Norfolk Airport Authority, its officers, employees, agents and volunteers as additional insureds.

B. Third Party Beneficiary Clause

No member of the public shall be considered a third-party beneficiary of this Contract. Nothing in 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.

C. Evidence of Insurance Coverage

The Auctioneer 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.

D. 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.

E. Premiums. The cost of all insurance required by this Contract shall be paid by the Auctioneer. Notwithstanding the provisions of the paragraph above, the Authority has the right to pay the premium for each insurance policy required herein, and the Auctioneer 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 Auctioneer shall not impose any liability upon the Authority and such failure shall not operate to waive or invalidate any obligation assumed hereunder by the Auctioneer.

F. Notice of Claims. Auctioneer 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 Auctioneer has knowledge and to cooperate with Authority in the investigation thereof. In the event of any injury, death, loss or damage, the Auctioneer shall give immediate notice to the Authority within twenty-four (24) hours of the event.

G. 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 Auctioneer's employees, loss or damage to the vehicles and other property of the Auctioneer, 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 11. SIGNS

All signs used to provide the Auctioneer Service hereunder, must be constructed and erected in accordance with the Graphic Standards approved by the Authority. Prior to the erection, construction or placing of any such signs on Airport property, the Auctioneer shall submit to the Authority for its approval in writing, such drawings, sketches, design dimensions and type, number and character of the sign as necessary to obtain such approval.

SECTION 12. PARKING

The Authority shall permit the officers, employees, invitees and business visitors of the Auctioneer to park vehicles in such areas at the Airport designated by the Authority during airport auctions.

SECTION 13. 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 14. 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 Auctioneer's ability to perform the terms of the Contract, the Auctioneer shall have the option to terminate the Contract on six (6) months written notice to the Authority.

SECTION 15. ASSIGNMENT OF CONTRACT

A. Auctioneer 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 Auctioneer's obligation to perform all of the terms, covenants, conditions and provisions binding upon Auctioneer and contained in this Contract.

B. In the event that Auctioneer shall subcontract any part of the Contract, Auctioneer is obligated to pay the subcontractor(s) interest at the rate of one (1) percent per month on all amounts owed by the Auctioneer 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. Auctioneer's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Authority.

SECTION 16. 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 Auctioneer 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 Auctioneer. Nothing contained herein shall be construed to preclude the Auctioneer 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 Auctioneer; 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 17. DEFAULT AND TERMINATION OF CONTRACT

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

1. The Auctioneer fails to provide the insurance required herein;
2. The Auctioneer 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 Auctioneer shall commence work, action or other remedy within such 5-day period and shall diligently and continuously prosecute the same to completion;

3. The Auctioneer 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 Auctioneer at any time is determined by the Authority, in its sole judgment, to be false or misleading in any material respect;

5. If Auctioneer, 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 Auctioneer, or if a receiver or trustee shall be appointed of all or substantially all of the property of Auctioneer and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;

7. If Auctioneer shall vacate or abandon the Auctioneer Services;

8. If this Contract or any controlling interest in Auctioneer 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 Auctioneer or any principal of Auctioneer. For purposes of this Section, the term principal shall include a director, officer, general manager, partner or member of Auctioneer.

B. Effect of Auctioneer's Default.

In the event of any Default by Auctioneer, 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 Auctioneer written notice of the cancellation and termination.

2. Authority may elect, but shall not be obligated, to make any payment required of Auctioneer or comply with any agreement, term or condition required by this Contract to be performed by Auctioneer. Authority shall have the right to assume the Auctioneer Services for the purpose of correcting or remedying any such default and to continue the Auctioneer Services 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 Auctioneer 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 Auctioneer'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 Auctioneer.

4. Authority may recover from Auctioneer all damages proximately resulting from the breach, including the cost to the Authority for providing the Auctioneer Services.

5. 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 Auctioneer'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 Auctioneer 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, Auctioneer shall have the right to terminate the Contract upon thirty (30)

days written notice to the Authority.

2. In the event the Authority suspends the auction operations other than for the Default by Auctioneer, the Authority shall have the right to terminate this Contract upon sixty (60) days notice to Auctioneer.

SECTION 18. REQUIREMENT TO MAINTAIN POSTED SPEED LIMIT

The Auctioneer will be required to maintain the posted speed limits, traffic permitting, while operating on all Airport roadways. Failure to maintain such posted limits results in traffic congestion and subsequent safety hazards.

SECTION 19. PERFORMANCE BOND

Upon the execution of the Contract by the Auctioneer and delivery thereof to the Authority, the Auctioneer shall also deliver to the Authority a Performance Bond in the amount of \$50,000.00 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 Auctioneer, all of the provisions, terms and conditions of this Contract.

SECTION 20. NO SMOKING POLICY

The Auctioneer will enforce a "No Smoking" policy on Airport Property and in Authority buildings and vehicles at all times.

SECTION 21. REPRESENTATIONS AND WARRANTIES OF AUCTIONEER

The Auctioneer 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 enforceability of this Contract.

SECTION 22. 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 23. 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 24. AUCTIONEER'S DEALINGS WITH THE AUTHORITY

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

SECTION 25. CLAIMS AND LIENS

The Auctioneer 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 26. 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 Auctioneer as the agent, representative, or employee of the Authority for any purpose or in any manner whatsoever.

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

SECTION 27. WAIVERS

Every provision herein imposing an obligation upon the Auctioneer 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 28. DISPUTES

A. Dispute Resolution.

1. Auctioneer 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, Auctioneer 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, Auctioneer 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, Auctioneer 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 Auctioneer 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. Auctioneer 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.

Auctioneer 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 Auctioneer hereby consents to the jurisdiction and venue of the aforesaid court and waives personal service of any and all process upon the Auctioneer herein, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to the Auctioneer 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 29. ENTIRE CONTRACT

The Contract, along with the Auctioneer's Proposal, the Request for Proposal and the Terms and Conditions constitute the entire present Contract between the Authority and the Auctioneer. 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 Auctioneer.

SECTION 30. 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 operation of the Auctioneer Services.

5. Services shall mean the provision of all necessary personnel, equipment and vehicles to provide Auctioneer Services 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 Auctioneer. 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.

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SECTION V

QUALIFICATION FORM

AUCTIONEER SERVICES

NORFOLK INTERNATIONAL AIRPORT

QUALIFICATION FORM
AUCTIONEER
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 to perform Auctioneer Services at Norfolk International Airport.

3. _____, (name of Offeror) has the following experience in the Auctioneer Services:

(here fully state experience)

4. _____ . (name of Offeror) has operated:
a. Auctioneer Service(s) at the following airports in the past five (5) years:

b. Other comparable services at the following locations in the past five (5) years:

5. The following is a listing of all public airports at which _____ (name of Offeror) has had a auctioneer services terminated either voluntarily or involuntarily prior to the expiration of its term, together with an explanation of the reasons for termination and the name and telephone number of a person associated with any such airport who may be contacted for verification:

6. 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 _____, 2021.

Notary Public

My Commission Expires: _____

My Commission Number: _____