



REQUEST FOR PROPOSALS AND CONTRACT

SECURITY GUARD AND PATROL SERVICES

NORFOLK INTERNATIONAL AIRPORT

NORFOLK, VIRGINIA

Issued:

March 22, 2023

Proposals Due:

May15, 2023

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SECTION I
REQUEST FOR PROPOSALS
SECURITY AND PATROL SERVICES
NORFOLK INTERNATIONAL AIRPORT

SECTION 1. REQUEST FOR PROPOSALS

1.1 Request for Proposals. The Norfolk Airport Authority (the Authority) requests proposals from Offerors to enter into a Contract to perform Security Guard and Patrol Services (herein referred to as “Security Services) at the Norfolk International Airport (the Airport) Norfolk, Virginia. These services are to provide professional, qualified and trained personnel, certified by the Virginia Department of Criminal Justice Services, to serve as unarmed security guards at the Norfolk International Airport (hereinafter referred to as “Airport”). The Operator will provide all materials, equipment and labor needed for the Security Services. It is the intent of the Authority to select one (1) Operator from Proposals received.

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:

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

or by visiting the Norfolk International Airport website, under the Business

Opportunities link at <http://www.norfolkairport.com/business-opportunities>.

15 Proposal Conference. A Proposal Conference for all interested parties has been scheduled for 1:30 p.m. on April 10, 2023 in the Boardroom, Airport Conference Center, second floor, Main Passenger Terminal, Norfolk International Airport. An Authority Representative will be available to review the Proposal Documents and to answer any questions. Attendance is highly encourage.

16 Inspection. Offerors will have an opportunity to inspect the areas involved in the existing Security Guard and Patrol Services following the Proposal Conference. Statements by any Authority Representative made before or during the inspection shall not be a part of this procurement and may not be relied upon by the Offeror.

17 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 April 24, 2023, at 2:00 p.m. to Shelia Ward, 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.

18 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 2:00 p.m. (local time) on May 15, 2023, in the Administration offices of the Authority at the following address:

Norfolk Airport Authority
Norfolk International Airport
2200 Norview Avenue
Norfolk Virginia 23518

at which time Proposals will be publicly opened and read aloud in Conference Room "B". 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 four (4) copies 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 "Security Guard and Patrol Services", and the date, time and place the Proposal is to be received. The Proposal 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 Operator in the Contract.

2.5 Offeror's Expenses. The Authority will not return the Proposal. All expenses for preparing, presenting and submitting the Proposal or for travel in connection with Proposal 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 Proposal, 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 Security 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 the requested 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 Security 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), Small Business, Women-owned, and Minority-owned Business (SWaM) Certification.

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 Security 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 business comparable to the Security Services.

b. A proposed operating plan for the Security Services that shall address, at a minimum, the Standards of Service set out in the Contract and including the hiring, training and supervision of the Security Guards, as well as the staffing of the required security posts. The operating plan should also include continuity of operations in the event Operator's staff fail to show as scheduled (sick callouts, etc).

c. The full legal name and address of each individual who will serve in a managerial or supervisory position with regard to the Security Services and for each such

individual, detailed information to establish to the satisfaction of the Authority the individual's qualifications and experience.

d. A safety and security plan to assure that Airport employees and their property at the Airport are safe and secure at all times, including but not limited to:

i. The alcohol and/or drug testing program to be applied to all Offeror's employees providing Security Services;

ii. The criminal, driving offenses and security background check program that will be applied to all Offeror's employees who will provide the Security Services. This program must, at a minimum, address felonies, crimes involving moral turpitude, the disqualifying criminal offenses listed in 49 CFR §1542.209(d), driving offenses and sexual predator offenses.

e. Written certification in the Proposal Form that Offeror has determined all requirements required by any regulatory agency for Offeror to operate the Security 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 the Authority fully informed of the status of each application.

f. Offeror may submit any additional information that is material and relevant to a determination of its qualifications and ability to successfully operate the Security 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. PROPOSAL GUARANTEE

4.1 Terms of Proposal Guarantee. Each Offeror shall submit with its Proposal a Proposal Guarantee in the amount of Ten Thousand Dollars (\$10,000.00) in the form of either a bank cashier's check or bank certified check payable to the Authority or a bid bond issued by a

surety authorized to do business in Virginia. The Proposal Guarantees of all Offerors will be retained by the Authority, without interest, until execution of the Contract by the Authority.

4.2 Return of Proposal Guarantees. After the execution of the Contract, the Proposal Guarantees of all non-defaulting Offerors shall be promptly returned.

SECTION 5. CONDITION OF FACILITIES

5.1 The Authority shall deliver the areas to be utilized in the Security Services in an “as is” condition. By submitting a Proposal, Offeror is deemed to agree that the service areas are in a condition suitable for the Security Services. The Offeror further agrees to accept the service areas and facilities as of date of delivery without any further recourse to the Authority in regard thereto.

SECTION 6. ACCEPTANCE OR REJECTION OF PROPOSALS

6.1 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.

6.2 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.

6.3 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.

6.4 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 7 BASIS FOR AWARD

7.1 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 the operation of the Security Services.
- b. The Offeror's proposed operating 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 other airports or public facilities.
- e. Personal and professional references.
- f. The Fees for providing the Security Services.
- g. Offeror's DBE and SWAM participation, if applicable.
- h. Offeror's safety and security plans.
- i. The completeness and quality of Offeror's Proposal.

7.2 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 8 EXECUTION OF CONTRACT

81 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.

82 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 9 FAILURE TO EXECUTE CONTRACT

91 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.

92 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.

SECTION 10 FAILURE TO OBTAIN PERMITS

10.1 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 the Security Services 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.

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SECTION II

PROPOSAL

FOR OPERATION OF

SECURITY GUARD AND PATROL SERVICES

NORFOLK INTERNATIONAL AIRPORT

**PROPOSAL
FOR OPERATION OF
SECURITY GUARD AND PATROL SERVICES
NORFOLK INTERNATIONAL AIRPORT**

TO: NORFOLK AIRPORT AUTHORITY _____, 2023

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 operate the Security Guard and Patrol Services (hereinafter called "Security Services") at the Norfolk International Airport as specified in the Contract and Terms and Conditions attached hereto and made a part thereof.

A. Operator Fees

The Authority establishes a minimum compensation rate in which the Operator compensates the security guards. No minimum personal compensation rate that is less than the required hourly rate for security guards for each year will be accepted.

The Authority's required minimum personnel compensation rate is:

YEAR 1 (July 1, 2023 – June 30, 2024): Security Guard \$16.50 per hour

YEAR 2 (July 1, 2024 – June 30, 2025): Security Guard \$17.00 per hour

YEAR 3 (July 1, 2025 – June 30, 2026): Security Guard \$17.50 per hour

The Offeror's proposed cost to the Authority is:

YEAR 1: Security Guard \$ _____ per hour Supervisor \$ _____ per hour

YEAR 2: Security Guard \$ _____ per hour Supervisor \$ _____ per hour

YEAR 3: Security Guard \$ _____ per hour Supervisor \$ _____ per hour

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 operate the Security Services at the Airport. The Offeror will fully comply with all the requirements associated with operating the Security 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 Security Services, 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.

8. Offeror certifies that it has determined all requirements for permits, licenses, and certificates required by any regulatory agency for Offeror to operate the Security Services, and that Offeror has obtained 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.

a. The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, Small Women and Minority-Owned Businesses and Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. 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 and SWAM participants under the Contract must be certified by the proper authorities. Any DBE or SWAM not so certified shall submit a copy of its application for certification with its Proposal.

c. 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. SWAM

1. The Offeror DOES _____ DOES NOT _____ wish (check one)

D. 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.

E. 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: _____

F. Proposal Guarantee:

G. 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 10,000.00 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:

\$5,000.00 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.

3. If the award is not made to the Offeror, this Proposal Deposit shall be promptly returned without interest after the Contract with the successful Offeror has been executed by the Authority.

4. If the Authority rejects all Proposals, this Proposal Deposit will be promptly returned without interest.

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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 _____, 2023, 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 _____, 2023, 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 _____, 2023, 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 _____, 2023, 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

SECURITY GUARD AND PATROL SERVICES

NORFOLK INTERNATIONAL AIRPORT

SECTION III
CONTRACT
SECURITY GUARD AND PATROL SERVICES
NORFOLK INTERNATIONAL AIRPORT

This Contract made as of the _____ day of _____ 2023, 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 1. SERVICES

A. The Operator will provide qualified and trained personnel, certified by the State of Virginia, to serve as unarmed security guards at Norfolk International Airport to staff the following security duty stations as stated below. In addition to notifying the Airport upon a felony conviction, the Operator must notify the Airport upon the arrest or charge of a felony or a disqualification listed on the most current Security Identification Display Area badging application of Operator's personnel employed under this contract.

STAFFING

The Operator will provide qualified and trained personnel, certified by the State of Virginia, to serve as unarmed security guards at Norfolk International Airport. Each security guard shall at all times be under the supervision of the Operator. The Operator, including its personnel, shall follow operational directions from the Norfolk Airport Authority Police Chief or designee. Coverage shall be continuous during these hours, and it is the responsibility of the Operator to provide for reliefs, as may be its policy, with qualified personnel. The Operator shall provide qualified and trained personnel to staff security stations at the following posts:

1. Departures Terminal Service/Delivery Area

- a) Check personnel identification media of all persons who enter the Security Identification Display Area through the Service/Delivery Area.
- b) Ensure that all vehicles requiring access to the Aircraft Operations Area are authorized to operate on the ramp or are properly escorted by airport personnel.
- c) Provide parking instructions for all authorized vehicles requiring parking accommodations in the Service/Delivery Area.
- d) Perform other duties and/or functions as assigned by the Airport Authority Chief of Police or his designee.
- e) The Operator shall provide a security guard twenty-four (24) hours a day, seven (7) days a week, including holidays. Coverage shall be continuous during these times and it is the responsibility of the Operator to provide reliefs, as may be its policy, with qualified personnel.

2. Departures South Service/Delivery Area Entrance

- a) The Operator shall provide a security guard twenty-four (24) hours a day, seven (7) days a week, including holidays, to the Departures Terminal Service/Delivery Area entrance for security I.D. inspection and vehicle inspections.
- b) All personnel employed by the Operator shall be fully instructed in the Airport's rules and regulations, Transportation Security Administration regulations and qualified local, state, and federal ordinances, laws, and regulations which are in any way applicable to the operation of the Service/Delivery Area, and which will be provided to the Operator prior to the start of the work.

3. Arrivals Terminal Service/Delivery Area

- a) The Operator shall provide a security guard eight hours (8) hours a day, seven (7) days a week, from 0800 hours – 1600 hours, including holidays, to the Arrivals Terminal Service/Delivery Area for security I.D. inspection and vehicle inspections. Coverage shall be continuous during these times and it is the responsibility of the Operator to provide reliefs, as may be its policy, with qualified personnel.
- b) Checking personnel identification media of all persons who enter the Security Identification Display Area through the Service/Delivery Area.
- c) Provide parking instructions for all authorized vehicles requiring parking accommodations in the Service/Delivery Area.
- d) Perform other duties and/or functions as assigned by the Airport Authority Chief of Police or his designee.
- e) All personnel employed by the Operator shall be fully schooled in the Airport's rules and regulations, Transportation Security Administration regulations and qualified local, state, and federal ordinances, laws, and regulations which are in any way applicable to the operation of the Service/Delivery Area, and which will be provided to the Operator prior to the start of the work.

4. Arrivals Curbside

- a) The Operator shall provide two (2) security guards between the hours of 0900 and 0100 hours daily, seven (7) days a week, including holidays, to the arrivals curb.
- b) Conduct traffic direction and ensure the curbside is maintained free of vehicles unless loading/unloading passengers.

- c) Provide directions and information to customers regarding parking locations, cell phone lots and assistance as needed.
- d) Provide surveillance of the curbside area of the Arrivals terminal building.
- e) Report any vandalism damage, and suspicious activities to the Airport Authority Police Department.
- f) Make patrols as required.
- g) Perform other duties and/or functions as assigned by the Airport Authority Chief of Police or his designee.

5. Taxi Cab Stand

- a) The Operator will provide a security guard to monitor/enforce the operation of taxicabs, courtesy cars, limos, and other ground transportation activity authorized to serve Norfolk International Airport.
- b) Coverage shall be continuous between 0900 hours and 0100 hours a day, seven (7) days a week, including holidays, and it is the responsibility of the Operator to provide for reliefs, as may be its policy, with qualified personnel.
- c) Enforcement of those sections of Norfolk City Code governing taxicabs: Section 34 “Public Vehicles”, Norfolk City Code Section 4-40 “Operation of or Soliciting for Public Vehicles”, Norfolk City Code, which will be provided to Operator prior to the start work.
- d) Enforcement of Airport regulations governing taxicabs, limousines, and courtesy cars which will be provided to Operator prior to the start of the work.
- e) All personnel employed by the Operator shall be fully schooled in the Airport’s

rules and regulations, and all local and state codes, laws, and regulations which are in any way applicable to the operation of public vehicles which will be provided to Operator prior to the start of the work.

- f) Perform other duties and/or functions as assigned by the Airport Authority Chief of Police or his designee.
- g) Enforcement of taxi and ground transportation regulations by security guards is limited to providing direction, giving orders, documenting violations and notifying law enforcement of violations. Contract personnel are not authorized to detain violators, make arrests nor issue summonses. When asked, Contractor's personnel shall be clear to drivers or others that they are not being detained when confronted with "non-breach-of-the-peace" misdemeanors.

6. Long Term East parking lot

- a) The Operator shall provide a security guard, with the capability of performing motorized patrols eight (8) hours a day, seven (7) days a week, including holidays, to the Long Term East parking lot.
- b) Provide surveillance of the curbside area of the parking lot.
- c) Report any vandalism damage, and suspicious activities to the Airport Authority Police Department.
- d) Make patrols as required.
- e) Perform other duties and/or functions as assigned by the Airport Authority Chief of Police or his designee.

7. Parking Garages

- a) The Operator shall provide a security guard, with the capability of performing motorized patrols eight (8) hours a day, seven (7) days a week, including

holidays, in Garages A, B, C, and D.

- b) Provide surveillance of parking garages.
- c) Report any vandalism damage, and suspicious activities to the Airport Authority Police Department.
- d) Make patrols as required.
- e) Perform other duties and/or functions as assigned by the Airport Authority Chief of Police or his designee.

8. Rental Return

- a) The Operator shall provide a security guard twenty-four (24) hours a day, seven (7) days a week, including holidays, to the rental return entry area.
- b) Provide direction to the appropriate rental car return area.
- c) Provide direction to lost passengers.
- d) Report any vandalism damage, and/or suspicious activity to the Airport Police Department.
- e) Make patrols as required.
- f) Perform any other duties/functions as assigned by the Airport Police Chief and/or designee

9. Departures South and North Curbside

- a) The Operator shall provide a security guard six (6) hours a day, seven (7) days a week, including holidays, to Departures South/North curbside.
- b) Conduct traffic direction and ensure the curbside is maintained free of vehicles unless loading/unloading passengers.
- c) Provide directions and information to customers regarding parking locations, cell phone lots and assistance as needed.

- d) Provide surveillance of the curbside area of the Departures terminal building.
- e) Report any vandalism damage, and suspicious activities to the Airport Authority Police Department.
- f) Make patrols as required.
- g) Perform other duties and/or functions as assigned by the Airport Authority Chief of Police or his designee.

10. Concourse A and B Exit Door

- a) The Operator shall provide two (2) security guards eight (8) hours a day or until the last flight arrives, seven (7) days a week, including holidays, to Concourse A and B exit doors.
- b) Ensure that persons entering the concourse have the appropriate airport media.
- c) Prevent unauthorized items from entering the concourse.
- d) Maintain positive control of the concourse exit door.
- e) Perform other duties and/or functions as assigned by the Airport Authority Chief of Police or his designee.

11. Supervisors

Operator shall assign a minimum of (1) supervisor on duty (on-site) at all times at the Norfolk International Airport, not to exceed 200 hours per week. Operator shall maintain an on-call supervisor or operations office twenty-four (24) hours a day, seven (7) days a week, including holidays to be used as a contact for the Authority in the event of a problem with the coverage specified herein.

12. Special Duties

Upon request from the Authority, Operator will provide additional security guards for special duties. The Authority will give Operator as much advance notice as the situation permits, however, certain emergencies may require immediate response by Operator. Specific times and duties will be identified in accordance with security needs. The Cost of such personnel will be the same as that of scheduled security personnel.

B. Training

Operator shall insure that all personnel reporting for work shall be properly trained, qualified and certified by the State of Virginia to assume those duties and responsibilities associated with the job to which he or she is assigned. Operator's personnel shall be trained to understand they are not authorized to detain people for "non-breach-of-the-peace" misdemeanors. Personnel shall receive a minimum of four (4) hours of training which is directly related to those duties and responsibilities associated with their duty post before assuming duties at that post and 2 hours of training per quarter to reinforce and update security personnel on post/security requirements. All expenses above the four (4) hours of initial training and 2 hours of quarterly training shall be borne by the contractor. The Authority will pay for up to 300 hours of training, including initial and recurrent training per fiscal year (July 1 – June 30). In an effort to provide continuity, reduce training, and ensure the highest standards of security, the Operator will make reasonable efforts to minimize the number of individual employees required to provide this coverage. The operator will provide the Chief of Police a quarterly report on all the training that has been completed in the quarter. This report at a minimum will be required to include the topic of the training, number of hours of the training, the date the training was completed, the personnel who took the training, and the name and signature of the training instructor certifying that the training was completed.

C. Security Identification Display Area SIDA Badges

All Operator personnel assigned to duty at the airport will be required to successfully complete a fingerprint-based criminal history record check prior to start of duty. This criminal history record check will be conducted through the Airport Authority Police Department. The Operator will be responsible for the costs of obtaining security badges for employees, payable in advance to the Norfolk Airport Authority. The cost per badge in 2023 is currently \$80.00 for the initial badge and \$60.00 per renewal badge. These fees are subject to future increase. The SIDA badge must be renewed no more than every two years.

SECTION 2. PAYMENT

All security guards employed by the Operator in support of this contract shall be compensated at a minimum pay as follows:

YEAR 1 (July 1, 2023 – June 30, 2024): Security Guard \$16.50_per hour

YEAR 2 (July 1, 2024 – June 30, 2025): Security Guard \$17.00_per hour

YEAR 3 (July 1, 2025 – June 30, 2026): Security Guard \$17.50_per hour

This rate of compensation shall be effective during the entire term of the contract and may not be changed without the prior written consent of the Authority. The Operator will supply the AUTHORITY with full details of its entire employee compensation package, without delay at the AUTHORITY’S request. The Operator SHALL compensate all personnel for overtime worked in accordance with the labor laws of the State of Virginia.

For complete performance of this Contract, in strict accordance with said specifications it is specifically agreed that the service performed hereunder by the Operator shall be compensated for by the AUTHORITY at the hourly rates:

YEAR 1: Security Guard \$_____per hour Supervisor \$_____per hour

YEAR 2: Security Guard \$_____per hour Supervisor \$_____per hour

YEAR 3: Security Guard \$_____per hour Supervisor \$_____per hour

Overtime Pay

The Authority shall not be billed at the overtime rate unless is authorized in advance by the Airport Authority Chief of Police or designee. If such authorization is received, the Operator shall bill the Authority at the overtime rate only for those hours that the Operator’s personnel are actually compensated at an overview pay rate in accordance with the labor laws of the State of Virginia. The overtime pay rate billed to the Authority will be one and one half (1-1/2) times the regular hourly rate of the Operator herein agreed upon.

SECTION 3. DATE OF PAYMENT

Payments under this Contract shall be payable in arrears based on weekly invoices submitted by Operator at the end of each week. 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 a period of three (3) years, commencing on July 1, 2023, and ending on June 30, 2026, with two (2) additional one-year renewals at the Authority’s option. The term of this contract may be terminated by either party with sixty (60) days written notice.

If the Contract is terminated by the Authority as provided herein, the Operator shall be paid for the total fee of work performed and services rendered prior to the receipt of such termination notice and services performed up to the termination date.

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 maintain a daily activity report/log for each post and include all appropriate information regarding significant events that occur during each shift. The Authority reserves the right to modify these reporting requirements upon notice to the Operator.

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:
President & Chief Executive Officer
Norfolk Airport Authority
Norfolk International Airport
2200 Norview Avenue

Norfolk, VA 23518

If to the Operator:

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.

**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.

OPERATOR

By its

(Title)

ATTEST:

(Title)

NORFOLK AIRPORT AUTHORITY

By _____
President & Chief Executive
Officer

ATTEST:

Assistant Secretary

SECTION IV

TERMS AND CONDITIONS

NORFOLK INTERNATIONAL AIRPORT

TERMS AND CONDITIONS
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SECTION IV
TERMS AND CONDITIONS
SECURITY GUARD AND PATROL SERVICES

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

SECTION 1. OBLIGATIONS OF OPERATOR

Operator warrants and agrees that it will:

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

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

C. Be responsible for obtaining all permits, licenses and certificates required by any regulatory agency to conduct the Security 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. Operator shall take all reasonable measures:

1. To eliminate vibrations tending to damage any equipment, structures, buildings or portions of buildings on the Airport or adjacent to the Airport; and

2. To keep the sound level of its operations as low as reasonably possible, particularly during the hours of darkness.

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 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. The Operator shall provide distinctive and functional uniforms for both summer and winter wear, in addition to safety vests for security personnel. Uniforms shall consist of a hat, jacket and/or shirt and trousers. Outerwear, such as overcoats, raincoats and parkas must be in the same color scheme as the uniforms so the individual can be easily and quickly identified. All personnel shall wear an identifying badge and name tag, shall be subject to the prior approval of the Airport Authority Chief of Police. The Authority retains the right at all times hereunder to order the Operator to remove from duty any employee which it deems to be improperly trained or in any way deficient or delinquent in any of the terms and conditions of this contract and upon such removal, the Operator shall replace such removed employee with one which is qualified. It is understood that the Authority shall not act arbitrarily or capriciously.

G. 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.

H. Provide adequate fire extinguishing equipment suitable for protection of all equipment which are the Operator's responsibility. Such fire extinguishing equipment to be provided for all equipment shall be in compliance with Federal, State and Municipal statutes and ordinances. All such equipment shall be kept in proper functioning order at all times.

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

J. Ensure that all security guards provided hereunder are:

1. Employees of Operator.
2. Competent, experienced and appropriately licensed.
3. Persons of good character who will maintain a safe and secure

environment for the Airport and its occupants.

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, Operator 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.

M. At the discretion of the Authority, and in connection with his duties the operator's personnel will serve as complainant and appear in court as a result of any summons issued by the Airport Authority Police Department.

SECTION 2. RIGHTS OF SELECTED OFFEROR

The Operator shall provide Security 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 Operator, 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.

The Authority may temporarily or permanently close any such roadway, and any other area at the Airport presently or hereafter used as such, so long as an equivalent means of ingress and egress remains available to the Operator. The Operator hereby releases and discharges the Authority, its successors and assigns of and from any and all claims, demands or causes of action arising or alleged to arise out of the closing of any street, roadway, or other area, whether on or off the Airport.

SECTION 4. 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 Security 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) 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 the 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. 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 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because

of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating

because of sex in education programs or activities (20 USC § 1681, et seq).

G. Compliance with Nondiscrimination Requirements:

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

- Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 non-

discrimination 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:

- Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- 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.

H. 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 deboarding vehicles.

I. 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 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.

J. 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.

K. 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 Security Services within and around the Airport under this Contract.

L. 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 5. 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 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 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 7. REQUIREMENT FOR CONTINUOUS OPERATION

The Operator will be required to continually operate 24 hours a day, 7 days a week, in accordance with the schedule required herein or as amended by the Authority. The Operator will be required to operate under all weather conditions, including thunderstorms, snow and ice, and during such periods, will make every effort to operate on schedule.

SECTION 8. MAINTENANCE AND REPAIR OF VEHICLES AND EQUIPMENT

The Operator shall at all times maintain in good repair and keep in a clean and orderly condition and appearance the Operator'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. Operator shall permit, at any time, inspection by the Authority of the Operator's vehicles and equipment. Operator 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 9. LOCAL MANAGEMENT

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

The Operator 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 10. 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 11. 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:
 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

C.

| <u>Form of Coverage</u> | <u>Minimum Limits of Liability</u> |
|---|------------------------------------|
| 1. Worker's Compensation and Occupational Diseases | Statutory Limits for Virginia |
| 2. Employer's Liability | |
| Bodily Insurance by Accident | \$500,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$500,000 each employee |
| 3. Comprehensive General Liability or Commercial General Liability on an occurrence basis as follows: | |

| | |
|--|-------------|
| Combined Single Limit, or | \$1,000,000 |
| 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

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 the vehicles and 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 12. SIGNS

All signs 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 or on Operator's vehicles or equipment, the Operator 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. No advertising, including Operator's name, will be placed on any vehicle operated under this Contract without the Authority's written permission.

SECTION 13. PARKING

The Authority shall permit the officers, employees, invitees and business visitors of the Operator to park vehicles in such areas at the Airport designated by the Authority for such purpose. The fee, if any, for such parking shall be paid by the operator of the vehicles. The Operator shall prevent all persons from parking vehicles on the Airport except in areas designated for such purposes.

SECTION 14. 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 15. 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 16. 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 17. 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 18. 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;

7. If Operator shall vacate or abandon the Security Services;

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 Security Services for the purpose of correcting or remedying any such default and to continue the Security 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 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 Security 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 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.

2. In the event the Authority suspends the operation of Security Services other than for the Default by Operator, the Authority shall have the right to terminate this Contract upon sixty (60) days notice to Operator.

SECTION 19. REMOVAL OF PROPERTY

A. Upon the expiration or termination of the Agreement, or under any other circumstances permitting or requiring Operator to remove all Operator's Property, Operator shall remove such property in a manner and at a time that shall permit continued, uninterrupted operation of the Service. Removal operation shall commence at a time specified by the Authority and shall be completed within five (5) days, but Operator's Property shall be subject to any lien that the Authority may have for any unpaid rents or other fees and charges due under the terms of the Agreement.

B. Operator shall repair all damage done to the Airport property resulting from the

removal of Operator's Property, and shall restore the Airport property to the state of good repair that existed prior to the installation of Operator's Property, less normal wear and tear.

SECTION 20. REQUIREMENT TO MAINTAIN POSTED SPEED LIMIT

The Operator 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 21. 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 \$100,000.00 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 Operator, all of the provisions, terms and conditions of this Contract.

SECTION 22. NO SMOKING POLICY

The Operator will enforce a "No Smoking" policy for all security personnel while on-duty. This restriction will also apply to mobile patrols. The Operator is responsible for ensuring the policy is followed.

SECTION 23. EQUIPMENT USE RESTRICTIONS

Under no circumstances will the Airport property and equipment covered under this Contract be utilized for non-airport service.

SECTION 24. 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 enforceability of this Contract.

SECTION 25. 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 26. 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 27. 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 President & Executive Officer.

SECTION 28. 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 29. 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 30. 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 31. DISPUTES

A. Dispute Resolution.

1. Operator must submit all claims, of whatsoever nature or basis, in writing, to the President & Executive Officer of the Authority within ten (10) calendar days of the occurrence allegedly giving rise to such claim. Any claim not timely submitted to the President & Executive Officer is deemed to be waived.

The President & Executive Officer 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 President & Executive Officer's request, or the claim is waived. Thereafter, the President & Executive Officer 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 President & Executive Officer's written determination shall be final and conclusive unless within thirty (30) calendar days from the date of the President & Executive Officer'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 President & Executive Officer 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 32. 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 33. 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 Security Services.

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

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SECTION V

EXHIBIT A

**DISADVANTAGED BUSINESS ENTERPRISE ELIGIBILITY
AND JOINT VENTURE INFORMATION**

SECURITY GUARD AND PATROL SERVICES

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: _____

4. See Schedule A-2.

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.

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.

| (a) | (b) | (c) | (d) | (e) | (f) |
|------|------|-----|--------------------|----------------------|-------------------|
| NAME | RACE | SEX | YEARS OF OWNERSHIP | OWNERSHIP PERCENTAGE | VOTING PERCENTAGE |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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.

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:

| | NAME | RACE | SEX | TITLE |
|---|------|------|-----|-------|
| Financial Decisions: | | | | |
| Management Decisions (a) Estimating | | | | |
| (b) Marketing and Sales | | | | |
| 8) Hiring & Firing of Management Personnel | | | | |
| Supervision of Field Operations: | | | | |
| Other: | | | | |

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 _____, 2023, 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: _____

SECTION VI

EXHIBIT B

QUALIFICATION FORM

SECURITY GUARD AND PATROL SERVICES

NORFOLK INTERNATIONAL AIRPORT

EXHIBIT B
QUALIFICATION FORM
SECURITY GUARD AND PATROL SERVICES
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 operate Security Guard and Patrol Services at Norfolk International Airport.

3. _____, (name of Offeror) has the following experience in the Security Guard and Patrol Services:

(here fully state experience)

4. _____ (name of Offeror) has operated:
a. Security Guard and Patrol Services 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 security service 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 _____, 20 .

Notary Public

My Commission Expires: _____
My Commission Number: _____