

**COMMERCIAL BANKING AND CREDIT CARD SERVICES
REQUEST FOR PROPOSAL**

SCHEDULE

Request for Proposal (RFP) posted	July 8, 2024
Deadline to submit questions	July 19, 2024*
Answers to questions issued	July 26, 2024 **
Proposals Due	August 9, 2024 *
Notification of finalist(s)	August 23, 2024 **
Finalist presentations (if necessary)	Week of September 2 nd **
Notification of award	September 10, 2024 **
Contract implementation	November 1, 2024 **

* *Deadlines related to Firm submissions are a 5pm EST cutoff*

** *The Authority reserves the right to extend these deadlines if necessary*

SECTION A - GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE

The Norfolk Airport Authority (the Authority) is soliciting proposals relating to Commercial Banking and Credit Card Services.

The RFP has been divided into two Service Groups. Although it is the Authority's preference to select a single bank, the Authority retains the flexibility to select multiple banks if it is in the Authority's best interest. The Service Groups are:

- (1) General Banking
- (2) Purchasing Cards

A.2 SUBMISSION OF PROPOSALS

Responses to this RFP must be submitted electronically to the Authority's Procurement Department via email at procurement@norfolkairport.com. Proposer is solely responsible for ensuring its submission is transmitted prior to the due date and time. The Authority will not accept submissions after the due date and time and is not responsible for any error in transmission.

A.3 RFP QUESTIONS

The Authority is not bound by, and proposers may not request or rely on any oral interpretation or clarification of this RFP. Any questions regarding this RFP must be submitted electronically to procurement@norfolkairport.com.

Questions received on or before the Deadline to Submit Questions in the Schedule of Events will be posted on eVA and the Authority's website. Answers to questions from any proposer will be available to all proposers.

All communications regarding this solicitation must only be to procurement@norfolkairport.com. No communication is to be directed to any other Authority personnel unless otherwise instructed by the Procurement Department. Failure to comply may result in the disqualification of the proposer's submittal.

A.4 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be posted on eVA and the Authority’s website.

A.5 SCOPE OF SERVICES/GENERAL REQUIREMENTS/MINIMUM QUALIFICATIONS

The Authority is seeking to partner with a firm with demonstrated experience providing banking services. Although the Authority’s preference is to select a single firm, the Authority retains the flexibility to award this RFP to multiple firms if it is in the Authority’s best interest. The Scope of Services has been divided into two Service Groups:

- (1) General Banking
- (2) Purchasing Cards

A.5.1 Service Group 1: General Banking

- 1- General: The Authority has one primary banking relationship with seven demand deposit accounts. The Authority uses all seven accounts and has determined this structure is administratively easier to reconcile and comply with the various restrictions imposed on these funds. The Authority has begun transitioning vendor payments to electronic methods (manual ACH, EFT, credit card) and currently pays ~33% via check. The Authority may decide to reduce or increase the number of accounts used based on the proposed service structures. A summary of the accounts under this relationship is listed below:

Account	Check/ACH/Wire Capabilities Required
Operating	Y
Check Clearing Account	Y
Deposit Account	Y
Flexible Spending Account	Y
Forfeiture Account	N
Health Savings Account	Y
PFC Account	Y

Required Services:

- a) Establish seven (approximately) demand deposit accounts to meet the banking requirements and maintain accurate records of activity in those accounts
 - b) Offer online banking services with mobile access
- 2- Deposit Services: The Authority currently utilizes a RDC machine located in the Finance Department to deposit checks and wishes to continue to deposit checks in this manner. The Authority deposits cash directly at a bank branch quarterly, mostly consisting of parking cash revenues and lost and found money.

Required Services:

- a) Process the deposit of approximately 50 checks per month via a browser-based RDC located in the Finance department
- b) Process the collection of approximately \$6,000 in coin and currency quarterly at a local branch

- 3- Disbursement Services: The Authority disburses approximately 300 checks and ACHs per month for accounts payable from 3 accounts. Payee Positive Pay is used on all accounts with check writing capability. A disbursement file is being generated and sent every week with an estimated value of \$100,000. Payroll disbursements are made twice a month with an estimated value of \$500,000. Capital expenditure disbursements are sent each month with a range including disbursements up to \$10.0 million. The Authority infrequently utilizes dollar denominated international wires.

Required Services:

- a) Disburse approximately 100 checks for accounts payable monthly
 - b) Disburse approximately 200 payments via ACH and EFT for accounts payable monthly
 - c) Utilize fraud prevention (positive pay) on all accounts with disbursement capability and lock disbursement ability on the remaining
 - d) Online access to check images
 - e) Seven-year image retention is required, how this retention is achieved could be variable
 - f) Provide a secure electronic method for wiring funds and initiating intra-bank transfers
 - g) Provide a platform for international wire payments (infrequent)
- 4- Reporting: The Authority requires online access to daily reports of balances and transaction details for 2 years, including current and prior day reporting of ledger balance, available balance, and summary and details of credits/debits posted. The Authority does not utilize current day reporting but would like to add this service through the RFP process.

Required Services:

- a) Online bank access for approximately five employees with different levels of access and capabilities depending on level
 - b) Online access to daily reports of balances and transaction details for two years
 - c) Online access to current and prior day reporting of ledger balance, available balance, and summary and details of credits/debits posted
 - d) Provide full account reconciliation services
 - e) Provide online monthly activity and bank statements and reports for all accounts in PDF format by the third business day of the following month
 - f) Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services
 - g) Provide a detail of all batch payments and receipts
- 5- Bank Balances: The Authority currently maintains approximately \$15 million in deposits in banks, with an additional \$50 million held in mutual funds at the Virginia LGIP. Debt covenants require the Authority to maintain three months of operating cash within our bank accounts and any additional funding is generally utilized in higher yield investments.

Required Services:

- a) Provide an overnight investment service (sweep) or interest-bearing account for excess cash balances in the demand deposit accounts, whichever option is more advantageous to the Authority
- b) Collateralize all collected balances, in excess of balances insured by the FDIC, as per the collateral requirements of the Commonwealth of Virginia

- 6- ERP Integration: The Authority utilizes Microsoft Dynamics 365's Business Central as its ERP system. Currently, the Authority can download EFT files from Business Central and upload the files to the bank site for batch payments. The Authority wants to increase integration with the ERP including the ability to pull transactional data from the bank for more efficient monthly accounting reconciliations.

Required Services:

- a) Provide the ability to upload EFT payments to online bank platform for ACH batch payments

A.5.2 Service Group 2: Purchasing Cards

The Authority has a credit card program with 31 cards in circulation. The program currently has an annual spend of approximately \$3.5 million, with a majority related to vendor invoice payments, travel, and minor expenses.

Required Services:

- a) Issue 30-40 cards with EMV chips
- b) Allow for customization of the card design
- c) Provide detailed online reporting services
- d) Provide an online reporting system for Program Administrators to manage cardholder profiles and review/approve transactions
- e) Provide electronic expense reporting capabilities and/or integrate with Business Central expense reporting platform for employees (card holders) to reconcile and allocate transactions to specific general ledger accounts with attached receipts
- f) Provide a customized monthly electronic feed with all card transactions and associated expense allocation information
- g) Pay a rebate to the Authority based on expenditures

A.6 PROPOSAL REQUIREMENTS

Proposals must include the information identified in this section and be presented in the order provided.

A.6.1 Qualifications & Experience

(All firms must respond to this section.)

- 1- Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and number of employees
- 2- Describe the experience of the Firm in providing similar services for government entities
- 3- Complete the following table with current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the Firm is not rated by these rating organizations, provide other evidence of the firm's financial strength and compliance.

	Standard & Poor's Rating	Moody's Investor Services
Firm / Bank		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		
Bank Holding Company		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

- 4- Discuss the Firm's current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:
- a) Total Risk Based Capital Ratio
 - b) Tier 1 Risk Based Capital Ratio
 - c) Tier 1 Leverage Capital Ratio
 - d) The Firm's most recent audited annual financial statements
 - e) Employee Banking Services
 - Describe in detail the package of employee banking services, educational programs, and/or special rates that you propose to provide to Authority employees
 - Would the Firm be willing to visit the Authority for seminars on financial literacy and other education opportunities?

A.6.2 Key Proposed Personnel

(All firms must respond to this section.)

- 1- Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account:

Service Group	Relationship Manager / Product Specialist	Routine (Day-to-Day) Requests – Individual and/or Department
Service Group 1: General Banking		
Service Group 2: Purchasing Card		

- 2- Name the individuals who will work with the Authority on a regular basis. Name the individual responsible for each proposed Service Group and include an organizational chart that includes these individuals. Information must include:
- a) Proposed role with regard to the Authority's account (indicate which Service Groups they are responsible for)
 - b) Biographical information
 - c) Location
 - d) Experience working with other governmental entities
 - e) Number of years of experience in this field
 - f) Number of years with your Firm
 - g) Number of accounts the person is responsible for

- 3- Describe your Firm's policy on changing the primary contact person on an account at your Firm's discretion.
- 4- After the initial transition, how often will the primary relationship manager propose to attend on-site/virtual meetings with the Authority staff? Describe a typical meeting agenda for this on-site/virtual meeting.
- 5- Customer Service:
 - a) For routine day-to-day transactions, will a specific customer service representative or a customer service department be assigned? Provide biographical information for the individual(s) that will be assigned to this account.
 - b) Where is this specific customer service representative or customer service department located?
 - c) Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
 - d) What are the hours of operation of each customer service unit involved in supporting the proposed services? Please specify the hours for each Service Group you are proposing to provide.

A.6.3 Service Group 1: General Banking

(Only firms proposing for Service Group 1 should respond to this section.)

- 1- Remote Deposit Capture ("RDC")
 - a) What RDC equipment would the Firm recommend? Will the Firm provide this equipment?
 - b) How does a user select which account an RDC deposit will be made into (i.e. drop-down menu, key entering account number, other)?
 - c) Does your service allow for multiple batches to be scanned throughout the day and processed as a single deposit at the end of the day?
 - d) For how long are electronic check images of items deposited by RDC stored and available for viewing on the Firm's website?
- 2- Physical Deposit Processing
 - a) How many branches does the bank have within 10 miles of the Authority (2200 Norview Ave, Norfolk VA, 23518) and what is the address of the closest branch?
 - b) Can the Authority make deposits in the Firm's ATMs?
 - What is the nearest ATM location the Authority can use to make a deposit?
 - If so, is there a maximum deposit amount limit for checks (i.e. Can a \$1 million check be deposited)?
 - What is the maximum number of currency bills that can be deposited into the Firm's ATM?

3- Availability of Deposits

- a) How does the Firm determine and calculate availability of deposited items? Does the Firm calculate availability by item or formula?
- b) Does the Firm give same day availability for on-us items?
- c) Provide a copy of the availability schedules the Firm proposes to use for the Authority, including ACH, RDC, and physical deposits.

4- Check Disbursements / Positive Pay

- a) Does the Firm offer payee positive pay?
- b) If a check is identified as an exception, does the online reporting system indicate what type of exception has been identified (issue not found, amount mismatch, etc.) or simply the item is an exception?
- c) Is payee information a searchable field within the Firm's online reporting system (i.e. can you enter "ABC Company" and any disbursement checks to "ABC Company" will be retrieved)?
- d) Can an e-mail notification be sent to specific users alerting them that there is an exception item to review? What other notification methods are available?
- e) At what time will the Authority receive the information on exception items? How much time will the Authority have to review discrepancies and notify the Firm to accept or reject?
- f) What are the options for transmitting check issuance information to the Firm for positive pay services?
- g) Does the Firm confirm receipt of transmission files? If so, what options are available for the Authority to receive confirmation?
- h) How is payee information captured from the physical checks? What steps does the Firm take to prevent exception items being flagged due to erroneous capture of payee information?
- i) If the Authority requires two signatures on check disbursements, does the Firm confirm that both signatures have been included on the check?
- j) Stale-Dated Checks
 - Are stale-dated checks reported as an exception-item?
 - If stale-dated checks are reported as an exception item, how are they identified on the Firm's online reporting platform (i.e. issue not found, stale-dated item, etc.)?
- k) If a check is deposited by the payee using mobile technology and the payee attempts to deposit the item a second time, will your Firm's positive pay service identify this item as an exception, or will it be automatically returned as a "check previously paid" item? How does this item appear in the Authority's daily reports?

5- Stop Payments

- a) What initial term options are available for stop payments?

6- ACH Processing

- a) What ACH file transmission options are available?
- b) When does the Firm need the file from the Authority for payments to be made on a same-day, next-day and 2-day settlement?
- c) What ACH daily exposure limit would the Firm propose for the Authority?
- d) Can transactions be added online for future processing dates? What is the Firm's maximum retention for future dated transactions?

- e) Is Same Day ACH functionality automatically available to the Firm's clients or is it a service that the Authority has to opt-in for? Does the Authority need to make separate opt-in selections for ACHs initiated through the Firm's online portal versus NACHA formatted files transmitted?
- f) Does the firm provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted (ex: phone, email)?
- g) Is the Authority required to submit a control total of an ACH batch? How would the Authority communicate ACH control totals to the Firm (i.e. phone, online, email)?
- h) How are returned and rejected ACH/EFT transactions handled? What information does the Firm provide to assist in identifying returned and rejected ACH transactions? When is this information available?
- i) If an individual ACH transaction within a file is rejected, will the entire file be rejected and not processed? How will the individual rejected ACH transactions be communicated?
- j) How can the Authority gain access to addenda information (i.e. CCD, CCD+ and CTX) for incoming ACH transactions? Can this information be viewed online with current and previous day reporting, or does the Authority need to download special EDI reports?
- k) Describe any account validation services that are available for clients to comply with NACHA's requirement for instituting Supplemental Fraud Detection Standards for Web Debits (i.e. Giact, Early Warning, etc.).
- l) Can these account validation services be used to verify the correct payee is paid for ACH credits initiated by the Authority?

7- Fraud Protection & Controls

- a) Describe the Firm's ability to block unauthorized ACH debits received. If the Firm provides ACH debit filtering, what level of filtering can be applied (originator, originator & dollar amount, etc.)?
- b) Does the Firm offer ACH positive pay (ability to make pay/no pay decisions on unidentified transactions)? What is the timeframe for receiving exception information and providing a decision?
- c) Does the firm offer any supplemental services of incoming EFTs to facilitate the reconciliation and identification of the entity originating payment?
- d) Can accounts be designated "post no checks" to prevent any check from clearing? Is positive pay required?

8- Wire Processing

- a) What is the cutoff time for an Outgoing Domestic Fedwire if completed online or via phone?
- b) If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?
- c) Can future-dated wires be stored in the Firm's online reporting system? If so, how many days can wire transactions be held in queue for future settlement?

9- Foreign Transactions

- a) Describe the process of initiating USD denominated international wires and foreign currency international wires. Explain how this is different from initiating domestic wire transactions.
- b) Are the same security features available for foreign wire transactions as domestic wire transactions? If there are differences, please describe.

- c) How are currency rates determined (i.e. when the wire was entered or when the wire obtained secondary approval)? When will the Authority be notified of the applicable currency rate?

10- Intra-Bank Account Transfers

- a) Does the Firm offer its customers dual control release options (secondary approval levels) for electronically initiated intra-bank transfers? If so, describe.
- b) What is the cut-off time for same-day intra-bank account transfers?

11- System Administrators

- a) Do all the solutions proposed for general banking reside in a single online platform or are multiple platforms used? If multiple platforms are used, are separate credentials required/necessary?
- b) What capabilities and functionalities do administrators have?

Banking Function	Yes / No
Create new user profiles	
Assign usernames for new users	
Reset user passwords	
Authorize users to access specific modules	
Permanently or temporarily disable a user's account for a defined period of time	

- c) Do users of the Firm's online platform have the capability to reset their own password? If not, who is authorized to reset the password (i.e. program administrator)?
- d) When setting up a new user, can a current user's privileges be copied for the new user?

12- Online Reporting System

- a) How soon after the cut-off date are the following items ready?

	Days after Month End
Bank Statements	
Full Reconciliation Information	
Account Analysis Statement	

- b) Describe any recent or upcoming major upgrades to your online reporting system.
- c) What time is the previous day information available?
- d) Complete the following table indicating how long each item is available online? Differentiate between the standard term and the terms available for an additional fee.

How long are the following items available?	Standard Term	Optional Terms Available
Prior / Previous Day Reporting		
Current Day Reporting		
Monthly Account Statements		
Images of Checks Paid		
Images of Items Deposited with RDC		

- e) In what file formats can transaction data be downloaded? Can the activity be downloaded into Excel?
- f) What technology options would you recommend the Authority use for archiving historical check images (i.e. CD-ROM, online retention, data transmission)?
- g) For historical images of disbursement checks that are accessible online, does your Firm charge per image stored or per image accessed?
- h) Can historical images of checks be sent by transmission to the Authority for archival purposes (i.e. a full fiscal year)? If so, describe.
- i) Can electronic reports be customized by users within the Firm's online platform? Can these customized reports be saved? Can the templates be shared with other users?
- j) Can electronic reports be scheduled to be generated automatically and e- mailed to designated users?
- k) Can the Firm's online reporting system send e-mail alerts?
- l) Can the Firm's online reporting system send text alerts?
- m) Describe any mobile applications that you offer for smartphones or tablets. What banking services can be completed using these applications? Complete the following table indicating which banking functions can be completed through mobile applications.

Banking Function	Yes / No
Initiate a repetitive wire	
Provide secondary approval for a wire transfer	
Decision of positive pay items	
Reset a user's password	
Obtain balance reports	
Deposit an individual check	
Availability of soft token for multi-factor authentication	

- n) Are tokens required for all users accessing the online reporting system, including those that access the system for view-only access?
- o) What type of multi-factor authentication options are available?

Type	Yes / No
RSA SecureID Token	
Mobile Token	
Phone Call-Back Token	
Other (please list)	

Reconciliation Services

- Does the firm offer full Account Reconciliation Program (ARP) services?
- Does the Authority need to send a separate check issue file or will the information required for reconciliation be captured through the positive pay file transmission?
- Describe how reconciliation data would be transmitted to the Authority.

13- Investment of Demand Account Funds

- What short-term investment vehicle will the Firm provide for held funds (overnight sweeps, interest bearing accounts, etc.). If the Firm is proposing a money market mutual fund, identify the class of shares by providing the ticker symbol or CUSIP.
- Does a reserve requirement apply to any of the proposed options? If so, specify which.
- Does an FDIC assessment, deposit-based fee, or similar fee apply to the proposed option? How is this charge computed? Is this charge assessed on ledger or collected balances? (If the Firm is offering multiple options, indicate to which option the assessment/fee applies.) If a fee does apply, what is the current charge for a full year on a \$1.0 million balance?
- If a money market mutual fund is proposed, does your Firm credit the full amount of interest paid from the fund or is a "haircut" deducted prior to the dividend payment is posted? If a haircut is assessed, what is the amount?
- Provide investment return history for the 24-month period from January 2022 through December 2023 for each option proposed. Show the yield for each month.
- If a sweep is proposed, what time of day is the sweep deadline? Is it end-of- day or next-day sweep?
- How are balances in the sweep product shown on current day reports?

14- Earnings Credit Rates

- Are you willing to link the earnings credit rate to a market index? If so, which index would you suggest?
- Does a reserve requirement apply on balances?
- Will the Firm assess any balance-based charge (FDIC-like, FICO, or other) to the Authority? How is this charge computed? Is this charge assessed on ledger or collected balances?
- If the Firm assesses a balance-based charge, what is the current charge for an entire year on a \$1.0 million balance?
- Provide the earnings credit rate history for the 24-month period from January 2022 through December 2023. Please indicate the earnings credit rate for each month.
- What is the Firm's current earnings credit rate? What earnings credit rate are you offering to the Authority?

- g) Does the Firm have any limits on the amount of deposits that the Authority could maintain with the Firm?
- h) Does the Firm have a minimum deposit that must be maintained?

15- Account Analysis Statements

- a) Provide a glossary defining all service descriptions used in your account analysis statements as part of the appendix to your response.

16- Collateral Requirements

- a) Where will collateral be held?
- b) Confirm that the Firm will comply with all current and future collateral requirements of the Commonwealth of Virginia's public funds.

A.6.4 Service Group 2: Purchasing Card

(Only firms proposing for Service Group 2 should respond to this section.)

- 1- Provide an overview of the software/web-based card program management system that supports the Firm's purchasing card program.
- 2- Is the software/web-based card program management system wholly owned by your Firm? If not, specify the owner of the software/web-based card program management system.
- 3- Describe the card controls and usage restrictions supported by the Firm's program:
 - a) Company level restrictions
 - b) Cardholder level restrictions
 - c) Department level restrictions
 - d) Merchant Category Code/Standard Industry Classification (MCC/SIC) restrictions
 - e) Cash advance restrictions
 - f) Dollar limits
 - g) Limitations to preferred suppliers
- 4- Virtual Card
 - a) Describe the process by which a virtual card would be used to pay vendors.
- 5- Card Issuance
 - a) Can physical card designs be customized to include the Authority's logo and other graphics?
 - b) For cards issued with an EMV, will a pin number be required for face-to-face transactions? If so, how will the pin number be assigned and communicated to the employee?
 - c) After the initial implementation, identify the procedure for requesting additional cards and reporting lost or stolen cards.
 - d) Can the Firm send all newly issued cards (including replacement cards) directly to a single point of contact at the Authority?
 - e) What fee would apply, if any, for expedited (1-2 day) card delivery?

- f) Can card profiles associated with an employee job title or position be made available to quickly set up new cardholders with a specific transaction/credit limit and specific MCC categories?

6- Program Administrator

- a) If a transaction is declined at the point-of-sale and the cardholder contacts the Program Administrator, can the Program Administrator adjust restrictions, cardholder limits, and controls on individual cards on a "real-time" basis? If not "real-time", identify the length of time required for changes to become effective.
- b) How are Program Administrators and card holders notified if a card is suspected of potential fraud activity or compromised?
- c) How are suspected fraud transactions remediated (online, phone)?
- d) Can a Program Administrator send e-mail blasts to all cardholders through the Firm's system to remind individuals to complete and approve expense reports?
- e) Will the Authority's Program Administrators have a dedicated customer service team to handle requests and service needs? What are the normal business hours of this team? Will it be 24/7/365? Where is the call center located?

7- Reporting

- a) Describe the online reporting provided to cardholders and administrators.
- b) Describe the electronic data available online that can be downloaded. In what format is information available?
- c) Are workflow reports available to show an audit trail of specific activity, such as card review/approvals (name, date, activity) and temporary credit limit approvals?

8- Expense Reporting Module

- a) Do you offer an expense reporting module that allows users to identify and code charges?
- b) Can this expense reporting module be customized to reference the Authority's general ledger account numbers?
- c) Can transactions be split and coded to multiple general ledger accounts?
- d) Does your expense reporting module offer the ability to attach receipts? Are receipts associated with individual transactions or with a monthly statement?
- e) Can a cardholder print an expense report, or a combination of transactions accompanied with the receipt images? Provide a sample of this report.
- f) Does your Firm offer a mobile application that can directly associate a receipt image with a specific transaction?
- g) How long are receipt images accessible by the Authority directly from the online reporting system? Is extended receipt image accessible by contacting customer service?
- h) Can receipt images be transmitted in bulk to the Authority? How would the images be indexed during transmission?
- i) Are transactions that have been coded with the accompanying documentation sent to a manager for approval by:

	Yes / No
Transaction Level	
Expense Report Created by Cardholder	
Statement Level	

9- Reconciler/Approver

- a) Are transactions sent for approval to a specific individual, or can transactions be sent to multiple approvers? If the immediate approver fails to approve an expense report, what options are available for the report to be approved?
- b) Does the expense reporting module send reminders to encourage the timely submission of expense reports? Are there management reports identifying individuals that have not submitted expense reports? Are there additional procedures that could be implemented to discourage incomplete expense reports?
- c) If an approver rejects or returns an individual transaction to the cardholder, is the reject or return on an individual transaction or on the entire report?
- d) Does the approver have the ability to modify general ledger coding information prior to the approval of the transaction/expense report, or does it need to be sent back to the cardholder for the change to be made?
- e) Does your expense reporting platform have a "reconciler" role, an individual other than the cardholder or approver? Can the reconciler be able to add or change accounting general ledger information, attach receipts, etc.?
- f) Can Program Administrators insert comments into the portal that can be retrieved for audit purposes?

10- For suspected fraud activity, do you offer the ability to send mobile text alerts directly to the cardholder? If yes, can the cardholder simply respond by texting a reply?

11- Rebate Schedule

- a) Provide a rebate schedule for card activity at various usage levels up to \$25 million.
- b) Describe any other factors, such as average transaction size, etc., that affect the rebate amount.
- c) Describe how speed of payment is calculated.
- d) Identify any exceptions to the rebate schedule (i.e. large dollar items, etc.). If there are exceptions, specifically define what constitutes a "large dollar" item.

12- Fees

- a) Is there a cost to send monthly paper statements to individual cardholders?
- b) Are there any costs to the Authority for the expense reporting module?

13- Describe the Firm's capabilities and experience with a comprehensive electronic payables solution that includes card and ACH.

14- Confirm that the Firm's comprehensive electronic payables platform accepts a single file for the following disbursement types:

	Yes / No
ACH Payments to Vendors	
ACH Payments to Consumers	
Check payments	
Digital disbursements	

15- What are the options for transmitting vendor payment instructions to the bank?

16- In the payment instruction file, what are the minimum, mandatory fields that must be transmitted to the Firm if using virtual cards only?

17- If the Authority also includes ACH transactions in the payment file, what are the additional mandatory fields that must be transmitted to the Firm?

18- What additional fields are recommended to be transmitted, but not mandatory?

19- Does the payment instruction file need to be organized in a certain order?

20- Can the Authority instruct payments to be delayed within the payment instruction file and sent on a specific date, or will payments be initiated immediately?

21- Does the Firm provide any acknowledgement of the receipt of a payment instruction file? What information is contained in the receipt (i.e. number of payments, dollar amount of payments, etc.)?

22- Payments to Vendors by Card

- a) What type of card payment options are provided?
- b) Describe how suppliers receive payments.
- c) For vendors that are willing to accept virtual cards, do you offer a portal for vendors to retrieve payment instructions?
- d) Does the portal include payments from all entities paying the vendor by virtual card or only transactions initiated by the Authority?
- e) If the supplier reverses a payment, identify the impact on the available balance for the card.
- f) Are there any reports that the Authority can access that identifies initiated but unprocessed card payments?
- g) If an email is sent to vendors, provide an example of the correspondence sent. Can the body of the email sent to vendors be customized by the Authority?
- h) Does the e-mail contain the full 16-digit merchant card number? If not, what information is provided?
- i) If a vendor does not process a credit card payment, after how many days does the card number "expire" and can no longer be used? Before the card number "expires," does your system send an automated reminder notice to the vendor informing them that they have a payment that has not been processed?
- j) For the program administrator, please provide a screen shot of the page summarizing virtual card transactions that will be expiring soon or have expired. (Please provide the screenshot below rather than referring to an attachment.)

- k) For virtual card transactions with expiration dates that are soon to expire or have expired, can the Program Administrator extend/reset the expiration date applicable for the transaction?
- l) Do you offer a Buyer Initiated Payment (push pay) Program? If so, provide an explanation of how this service would operate. Does a different rebate schedule apply?

23- Payments to Suppliers by ACH

- a) For vendors that accept ACH, do you offer a portal for vendors to provide updated payment instructions?
- b) For vendors enrolled by your Firm for ACH transactions, do you expect the Authority to communicate the bank routing and account information in the payment instruction file? If not, how are these payments made?
- c) What steps does the Firm take to validate the legitimacy of the banking instructions provided to ensure funds are made to the correct payee?
- d) If your Firm maintains the vendor's banking instructions and a fraudster manipulates the instructions resulting in the payment not being made to the intended recipient, will the Authority be liable to make the payee whole?
- e) Does your Firm assign a vendor code? Is the vendor code assigned by your Firm, or do you use the Authority's unique vendor identification code?
- f) Are ACH transactions initiated through the Firm's Electronics Payable Platform priced the same as an ACH initiated by the Authority through a NACHA file? If not, please include pricing information.

24- Vendor Enrollment

- a) Discuss your approach in recruiting vendors on the Authority's behalf to your Firm's electronic payables platform.
- b) What are the steps for signing up a vendor? Does the Firm have an online self-enrollment internet portal for vendors to register?
- c) Identify the number of suppliers your firm currently has enrolled. Please specify the number of vendors currently receiving card payments vs. ACH payments.
- d) If a supplier is already enrolled with your payables platform, can these vendors be paid immediately, or does your vendor enrollment team have to contact the vendor first? Is the process the same for ACH and card payments? If not, describe the differences.
- e) Who makes outbound phone calls to vendors (i.e. employees of your bank or a third-party)?
- f) How many professionals on the vendor outreach teams does your Firm employ? For these individuals, what percentage of their time is dedicated to vendor outreach calls or activities?
- g) Is the vendor outreach team empowered to sign up the vendor or is it handed off to another department?
- h) Will you provide vendor payment information (i.e. contact person, e-mail, address, phone number, bank routing and account number) to the Authority?
- i) How quickly do you anticipate reaching out to the Authority's vendors? How many vendors do you plan to reach out to in 3 months? In 6 months?
- j) What policies or procedures would you recommend the Authority adopt to maximize vendor acceptance of the Authority's electronic payment options?
- k) Provide two specific examples of a successful implementation for a client. What were the organization's issues, solutions, and results of this implementation?

25- Fees

- a) Identify all fees and charges for the electronic payables solution, including payment by purchasing card and ACH that the Authority would be responsible for paying in an electronic payables environment.

A.6.5 Control

(All firms must respond to this section.)

- 1- Describe the Firm's security procedures for its information reporting system, both for access and information protection (e.g. RSA tokens, secure certification, soft tokens etc.).
- 2- Describe the backup and recovery capabilities in the event the proposed systems are unavailable. Who would the Authority contact to initiate day-to-day transactions if online capabilities and functionality are temporarily unavailable?
- 3- Discuss the Firm's security environment related to cybersecurity. Specifically describe the cyber risks to which the proposed services may be exposed and explain your approach and response to protection against these risks. What are the Firm's crisis communications plans in the event of a cyber-attack?
- 4- List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
- 5- Does the Firm maintain cyber liability insurance? If so, list the types and amount/limits carried and if there are any non-covered events.
- 6- Describe the Firm's Contingency and Disaster Recovery Plan. Provide an electronic copy of the Plan.
- 7- List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
- 8- Are the accounts insured by FDIC or the National Credit Union Share Insurance Fund (NCUSIF)?
- 9- Discuss any benefits for cardholders (i.e. loss damage waiver and liability insurance on rental cars, accident insurance, emergency card replacement, etc.)

A.6.6 Implementation / Conversion

(All firms must respond to this section.)

- 1- Provide a detailed conversion plan for transitioning each of the proposed Service Groups to your Firm. Include the estimated length of time for the transition and the amount of effort required by the Authority's staff.
- 2- Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the Authority's account be transitioned to the ongoing client service team?

A.6.7 New Services & Ideas

(All firms must respond to this section.)

- 1- Describe any new services or ideas that will enhance the Authority’s use of banking services (ex: RTP “Real Time Payments”, further Business Central ERP integration)
- 2- Provide any additional information that you believe to be pertinent by not specifically requested elsewhere in the RFP.

A.6.8 Pricing & Account Analysis

(All firms must respond to this section.)

- 1- In lieu of unit prices for actual activity levels, would you be willing to propose a flat monthly fee (based on the services currently used) for Service Group 1? If so, what is that fee?
- 2- For how long will the Firm guarantee the proposed fees for each Service Group? Complete the following table:

	Fee/Rebate guaranteed at proposed pricing for how many years?
Service Group 1: General Banking	
Service Group 2: Institutional Custody	
Service Group 3: Purchasing Card / Electronic Payables	

- 3- Are you willing to offer any transition or retention incentives? If an incentive is a monthly fee waiver, please indicate when the fee waiver would apply (i.e. when the accounts are initially opened or when services are substantially implemented)?

A.6.9 References

(All firms must respond to this section.)

- 1- Provide a minimum of at least four (4) current professional references who may be contacted for verification of your professional qualifications to meet the requirements set forth herein. The Authority strongly prefers references from governmental entities similar in size and requirements to the Authority. Include the:
 - a) Name of the entity
 - b) Name, phone number, email address and contact person within the above listed organization
 - c) Type of product/service provided
 - d) Date(s) the services were furnished

A.6.10 Sample Contract

(All firms must respond to this section.)

- 1- Provide a sample of the proposed contract for your Firm's services. Provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.

- 2- It is the Authority's intent to incorporate the Request for Proposal and your Firm's proposal response as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the Authority and explain why. It is not acceptable to exclude the entire proposal.

A.6.2 Exceptions

A separate section that states in writing all exceptions to this RFP or sample contract attached. Exceptions should list reference page and paragraph numbers. If no exceptions are taken, the proposal must include a statement that the bidder takes “No Exceptions”.

A.6.3 Insurance

Copy of proposer’s certificate(s) of insurance showing proof of required coverages and limits listed in this RFP and attached proposed agreement.

A.6.4 Residence

Completed applicable proposer residence form.

A.7 EVALUATION CRITERIA

The selection of the banking services contractor will be based on a judgment evaluation of several key elements in the proposals submitted.

Criteria
<p>Operational Requirements</p> <ul style="list-style-type: none"> ▪ Understanding of the needs and operational requirements of the Authority ▪ Bank and branch locations ▪ Scope of services offered including degree of automation
<p>Firm Experience</p> <ul style="list-style-type: none"> ▪ The experience, resources, and qualifications of the firm and individuals assigned to this account. ▪ Relevant experience managing similar account relationships with other governmental entities.
<p>Financial Strength, Security and Regulatory Compliance</p> <ul style="list-style-type: none"> ▪ Financial strength of the proposing firm ▪ Adequacy of financial controls, security and protection against loss ▪ Compliance with all applicable state and federal regulations for the services proposed
<p>Transition</p> <ul style="list-style-type: none"> ▪ Quality and scope of conversion/implementation plan ▪ The value of any new product or service suggestions or other new ideas and enhancements
<p>Fees</p> <ul style="list-style-type: none"> ▪ Proposed fees, compensation and earnings rates (Although fees and compensation will be an important factor in the evaluation of proposals, the Authority is not required to choose the lowest cost firm.)

Following review of the proposals, the Authority may invite certain proposers to formally meet with the Authority representatives if necessary.

A.8 ACCEPTANCE PERIOD

Proposals in response to this RFP must indicate it is valid for a period no less than one hundred twenty (120) days from the closing date.

A.9 AWARD

A.9.1 Best Value

The Authority intends to award a contract or contracts resulting from this solicitation to the responsible proposer(s) whose proposal represents the best value after evaluation in accordance with the criteria included in this RFP.

A.9.2 Waiver

The Authority reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to the Authority.

A.9.3 Initial Proposal

The Authority intends to evaluate proposals and may award a contract without discussions with the proposers. Therefore, the proposer's initial proposal should contain the proposer's best terms from a cost or price and technical standpoint.

A.9.4 Offer Quantity

The Authority reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered.

A.9.5 Multiple Awards

The Authority reserves the right to make multiple awards if, after considering the proposals submitted, it is in the Authority's best interest to do so.

A.9.6 Contract Form

The successful proposer will be required to enter into a contract substantially in the form of the contract attached to this RFP and incorporated by reference. All proposers are required to note any exception(s) to the attached contract and are required to specifically state the exception(s) and the reason(s) for the exception(s). No exceptions will be recognized to the Government Clauses section of the proposed contract. If no exceptions to the contract are included in the proposer's response, the proposer is expected to execute the contract in the form set forth herein. Final acceptance of a proposal and contract is contingent upon reaching a mutually satisfactory agreement regarding noted exceptions. If an acceptable and timely agreement is not reached, the Authority reserves the right to disqualify the proposer and to reevaluate the remaining proposals. The Authority reserves the

right to refuse to negotiate with a successful proposer on any item not specifically accepted in its submittal.

A.9.7 Alterations

The Authority will have the right, at its sole election, to alter the specifications and/or frequencies of services required and tailor the contract price to said change (increase or decrease).

A.9.8 Term

The term of the agreement will be for 5 years with an option to renew for 2 additional one-year periods. The Authority, in its sole discretion, may renew on a month-to-month basis thereafter.

A.10 PERFORMANCE AND PAYMENT

The successful proposer shall issue an invoice on a monthly basis for work performed the previous month along with supporting data. The Authority will pay submitted invoices on a net 30 basis subject to the terms of the attached agreement.

A.11 RECORDS/FINANCIALS

In submitting proposals on any item to be purchased by the Authority, the proposer hereby agrees to make available any and all records, books of account, correspondence, or other information reasonably necessary to enable the Authority or its designated agents to investigate the responsibility of the proposer in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably related to the proposer's probable ability to perform adequately under a contract if it is awarded to the proposer.

A.12 GRATUITIES AND KICKBACKS

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any the Authority employee, the proposal shall be disqualified and shall not be reinstated.

A.13 NON-COLLUSIVE VENDOR CERTIFICATION

By the submission of this proposal, the proposer certifies that:

A.13.1 Independence

The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor.

A.13.2 Communication

The contents of the proposal have not been communicated by the proposer, or, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.

A.13.3 One Proposal

No proposer may submit more than one proposal for this purchase. It shall be the responsibility of each proposer to obtain the prior written permission of the Authority before proposal opening in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.14 RFP CONDITIONS AND PROVISIONS

The terms and conditions of this request for proposal (RFP) include all general and special conditions as enumerated herein.

All participating proposers agree to comply with all the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the proposer in this proposal constitutes cause for rejection by the Authority. Should the Authority omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall notify the Contract and Procurement Administration Department prior to the deadline for question submissions as per the time and date shown in the Schedule of Events.

Typographical errors in entering quotations on this proposal may result in the disqualification of this proposal.

All proposers are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

Unit price for each item must be shown for the unit of measurement indicated. In case of error in extension of prices, the unit price governs.

Each proposer shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operations to be carried on under the proposed contract and make such investigations as the proposer may see fit so that the proposer shall fully understand the facilities, physical conditions and restrictions associated with the services.

The successful proposer shall comply with all of the specifications, terms and conditions of this RFP.

The Authority is not liable for any costs incurred by proposer in the preparation of proposals or for any work performed in connection therein.

A.18 ELECTRONIC SIGNATURES

By submitting a proposal, the proposer consents to its use and acceptance of electronic signatures to execute any awarded contract and associated agreements. Proposer agrees to be bound by electronic signatures to the same legal effect and extent as if manually signed. The Authority expects the successful proposer will execute any awarded contract using the Authority's electronic signature service unless the proposer includes an exception with its proposal signifying its desire to sign manually. Included with the proposal, proposers must identify the following information regarding the person with full authority to legally bind proposer and sign agreements on its behalf:

PROPOSAL FORM

TO: NORFOLK AIRPORT AUTHORITY

A. The undersigned hereby offers to enter into a contract with the Norfolk Airport Authority ("Authority") to provide services in connection with the Authority's Request for Proposal dated July 8, 2024 for Commercial Banking and Credit Card services, which is incorporated herein by this reference. Offeror's Proposal attached hereto describes in full the specific Services which Offeror wishes to provide the Authority and Offeror's qualifications and experience.

B. Full legal name of Offeror: _____

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

D. Principal business address of Offeror:

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

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

G. The Offeror hereby makes each and every representation and agreement required by the Request for Qualifications.

Offeror agrees that none of the information provided to the Authority with the Proposal has been given in confidence. All or any part of the information may be disclosed by or on behalf of the Authority without liability of any kind.

H. Offeror hereby certifies that no officer, director, employee, or agent of Offeror who will

be directly involved in the supervision, direction, or provision of Service to the Authority, has ever been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d) or any comparable regulations. Offeror further certifies that no individual who has been convicted of, or has pending criminal charges of, the disqualifying criminal offenses listed above, will perform any work pursuant to the Proposal on the property of the Authority unless the Offeror has obtained the express prior approval of the Authority for that individual.

I. Offeror certifies that it has full authority to conduct business in the Commonwealth of Virginia and has determined all requirements for permits, licenses, and certificates required by any regulatory agency (federal, state, and local) for Offeror to provide the Service, and that Offeror has obtained or will be able to obtain any required permits, licenses, and certificates prior to execution of the Contract.

J. The entire Proposal, any documents required by it and all exhibits and other papers made a part thereof by its terms are incorporated herein and made a part of this Proposal.

K. Any notices to be provided by Authority to Offeror pursuant to this Proposal or the Request for Qualifications shall be given to the following individual:

Name: _____
Title: _____
Mailing address: _____

Telephone number: E-mail address _____

Witness the following signature:

AUTHORIZED SIGNATURE OF OFFEROR:

Printed Name of Offeror

Signed By: _____

Printed Name: _____

Title:

NORFOLK AIRPORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered this ____ day of _____, 2024 between the **NORFOLK AIRPORT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Authority") located at 2200 Norview Avenue, Norfolk, Virginia 23518, and **[Consultant Name]**, a [State of Incorporation] corporation, authorized to do business in the Commonwealth of Virginia and having a business address of [Address of Corporation], FEI No. [FEI Number], ("Consultant").

WITNESSETH:

WHEREAS, Authority desires to obtain professional [Type of Service] services of Consultant for the [Project] project (the "Project") to serve Norfolk International Airport in Norfolk, Virginia; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and

WHEREAS, Authority has conducted a competitive selection process under the terms of the Consultant's Competitive Negotiation Act, Section 287.055, Virginia Statutes (the "CCNA") to obtain the professional services described above and has selected Consultant to provide those services.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 - SCOPE OF SERVICES

2.1. Consultant will provide professional [Type of Service] services to Authority for the [Project Description], as described in Exhibit "A", "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority's professional [Type of Service] consultant for various tasks and providing the customary services associated therewith.

2.2. Consultant has represented to Authority that it has expertise in the type of professional services that will be required by the Scope of Services. Consultant agrees that that all services provided by Consultant under this Agreement are subject to

Authority's review and approval and will be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Consultant becomes aware of any conflicts in these requirements, Consultant will notify Authority of such conflict in writing and utilize its best professional judgment to resolve the conflict.

ARTICLE 3 - TERM OF AGREEMENT

3.1 The term of this Agreement commences on the date first written above and continues for a term of [Term] ([Term Number]) years from that date (the "Expiration Date"), or the date Consultant completes, and Authority accepts, any work assigned by a Contract Amendment or Task Authorization issued before the Expiration Date, whichever occurs last. If a Contract Amendment or Task Authorization is issued that will require work to continue beyond the Expiration Date, neither Agreement nor Authorization may extend the term of this Agreement for more than six (6) months from the Expiration Date.

3.2. Authority will have the option to extend the initial term of this Agreement for up to [Extended Term] [Extended Term Number] additional years in one (1) year increments from the Expiration Date of the initial term or any extended term. Each extension is subject to successful negotiation by the parties of a scope of work and compensation schedule for the extended term.

3.3. To exercise its option to extend the initial term, or any extended term of this Agreement, Authority must give Consultant written notice of its intent to exercise its option to extend at least ninety (90) days before the then current term expires. Any extended term will be agreed to in writing and executed by the parties with the same formality as this Agreement.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

Consultant will:

4.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the Commonwealth of Virginia and in the City of Norfolk, Virginia, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by Consultant under this Agreement.

4.2. Agree that when services provided under this Agreement relate to professional services which, under Virginia law, require a license, certificate of authorization or other form of legal entitlement to practice such services, Consultant will employ and/or retain only qualified personnel to provide those services.

4.3. Employ and designate a qualified licensed professional to serve as Consultant's project manager ("Project Manager"). Consultant must designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant's Project Manager designation must be executed by the proper officers of Consultant, and will acknowledge that the Project Manager will have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager will be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating

and administering all aspects of the services provided under this Agreement. The person selected as Consultant's Project Manager will be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant or subcontractor, or any personnel of any such subconsultant or subcontractor, engaged by Consultant to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

4.5. Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Consultant. The Consultant will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.

4.6. Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work or materials furnished hereunder by the Consultant will in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Consultant's services, work and materials will be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

4.7. If requested by Authority, maintain for the duration of this Agreement a local office in Norfolk, Virginia staffed full-time by Consultant's Project Manager. The local office must be Consultant's main place of business, or an independent branch office of Consultant's business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.

4.8. Comply with all federal, state and local laws and building requirements. Consultant will devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The Consultant must also comply with all pertinent grant agreements and grant conditions applicable to each Contract Amendment or Task Authorization. Authority will provide the Consultant with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Contract Amendment or Task Authorization.

4.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Norfolk International Airport. Accordingly, Consultant agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere with, disrupt or delay any work. Consultant further agrees to coordinate its efforts with Authority's other architects, engineers, designers, or construction managers for that work.

ARTICLE 5 - ADDITIONAL SERVICES OF CONSULTANT

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

5.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans or advances in connection with any Project or Task.

5.2. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; and revising previously accepted studies, reports, designs or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports, designs or documents, or that are due to any causes beyond Consultant's control and fault.

5.3. Providing models for Authority's use.

5.4. Furnishing services of independent professional associates and consultants for services other than those to be provided by Consultant under this Agreement.

5.5. Services during out-of-town travel required of Consultant and as directed by Authority, other than visits to any Project site or Authority's offices.

5.6. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

5.7. Preparing to serve or serving as a consultant or witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

5.8. Additional services rendered by Consultant in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted professional [Type of Service] practice.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and must be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment will describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.

ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES

1.1 If the Consultant is required to evaluate a project budget and prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, Consultant will insure that all evaluations and estimates represent Consultant's best judgment as a professional familiar with the construction industry. For purposes of the Liability Provisions of this Article only, the Consultant's evaluations or estimate(s) will be considered valid and effective for

a period of six (6) months from the date Authority accepts the evaluation or estimate(s).

6.2. Budget Evaluations - Budget in this case applies to the Authority's budget and not to the budget as a project-controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of evaluation will be accurate within twenty-five percent (25%) of the cost of construction of the Project. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation of the Budget Evaluation will be repaid by Consultant to Authority or deducted from any fees owing Consultant by Authority.

6.3. Construction Estimates - When preparing and submitting preliminary or detailed estimates of probable construction cost to the Authority for any project or portion of a project, the Consultant, by exercise of its experience, effort, knowledge and judgment, will insure that all estimates represent Consultant's best judgment as a professional familiar with the construction industry and will be held accountable, responsible and liable for the accuracy and completeness of any and all such cost estimates.

(A) A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. This type of estimate will be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a Construction Cost Estimate is vital to the Authority's interests because it may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for the project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects.

(B) Consultant will certify all estimates of probable construction costs and project completion dates prepared by Consultant. All certifications will be in a form approved by Authority.

(C) If the Authority solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a Construction Cost Estimate prepared by the Consultant, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, exceeds the amount of the Consultant's Construction Cost Estimate by more than the five percent (5%), the Consultant will, upon notification by the Authority, assume responsibility for and proceed to provide and perform the following service without additional compensation. Notwithstanding the above, Consultant will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by Consultant.

(D) Consultant will, subject to the review and approval of the Authority, modify at its expense the design, specifications, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of

accuracy established for the Construction Cost Estimate. Any such modifications made by the Consultant will not conflict with the functional or operational requirements established by the Authority for the project and set forth in the Agreement or Task Authorization(s) issued thereto, nor will any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the Consultant, nor will such modifications adversely affect the safe use or operation of the constructed project.

- (E) If (i) the Consultant's modification of the design, specifications, drawings and related bidding and contract documents, and (ii) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the Consultant's Construction Cost Estimate, the costs associated with the Consultant's preparation and development of the Construction Cost Estimate will be recoverable by the Authority by an appropriate reduction in the Consultant's invoice requesting payment for services rendered.
- (F) To determine compliance with the accuracy requirement established for the Construction Cost Estimate prepared by the Consultant, the amount of the Construction Cost Estimate will be adjusted from the date the Construction Cost Estimate was received by the Authority until the date bids or price proposals are received by the Authority, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News- Record), a McGraw-Hill, Inc. publication. If, in response to its solicitation, the Authority receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the Project. If under such circumstances, and if in the professional judgment of the Consultant, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the Project, the Consultant may deem it appropriate to recommend that the Authority reject any such bid(s) or price proposal(s). If under such circumstances the Authority concurs with the Consultant's recommendation and rejects the bid(s) or price proposal(s), the Authority will not hold the Consultant responsible to, nor will the Authority require the Consultant to, modify the specifications, design, drawings and related bidding and contract documents as set forth above.

ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES

Authority will:

Designate in writing a project manager to act as Authority's representative with respect to the issuance of Contract Amendment or Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director will have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Consultant's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager will have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Consultant's services under this Agreement. The Authority Project Manager will review and make appropriate

7.1. The Authority Project Manager is not authorized to, and will not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.

7.2. Provide all criteria and information requested by Consultant as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.

7.3. Upon request from Consultant, make available to Consultant all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization,

including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

7.4. Arrange access, in accordance with Authority's security regulations, for Consultant to enter any Project site to perform services. Consultant acknowledges that Authority may provide such access during times that are not the Consultant's normal business hours.

7.5. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

ARTICLE 8 – NOTICE TO PROCEED, CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

8.1. Consultant will not commence work under this Agreement until it receives a fully-executed copy of this Agreement and a written Notice to Proceed. Following the Notice to Proceed and during the term of this Agreement, Authority may assign specific tasks by Contract Amendment or Task Authorization, in substantially the form attached and incorporated by reference as Exhibit "___," and signed by both parties. Each Contract Amendment or Task Authorization must include a lump sum or not-to-exceed compensation amount and a schedule of services required or a delivery date for all services.

8.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form.

8.3 Time is of the essence for all services provided under this Agreement. Authority may suffer damage if Consultant does not complete the required services in a timely manner. Consultant therefore agrees to employ or retain adequate personnel and subconsultants or subcontractors throughout the term of this Agreement to complete all services in a timely and diligent manner.

8.4. If Consultant is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant must notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

8.5. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, will relieve Consultant of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Consultant's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph will expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Consultant, the services relating to a specific Contract Amendment or Task Authorization hereunder have not been completed within twenty-four (24) months of the date that Contract Amendment or Task Authorization was signed by both parties, Consultant's compensation for that Contract Amendment or Task Authorization will be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant after expiration of said twenty-four (24) month period.

8.6. If Consultant fails to commence, provide, perform or complete any of the services

to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to Consultant until such time as Consultant resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that Consultant's performance is or will shortly be back on schedule.

ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT

9.1. Authority will pay Consultant for all authorized services provided by Consultant under this Agreement as prescribed in Exhibit "B", "Basis of Compensation," which is attached hereto and incorporated by reference, and as set forth in this agreement or any individual Task Authorizations executed by the parties. Consultant will be compensated on a lump-sum basis on completion of a particular Task over the course of Consultant's services for Work in Progress, based on a monthly statement of services, as follows:

(1) **Lump Sum** - Upon Authority's acceptance of Consultant's work, Authority will pay Consultant a lump sum as specified in the Task Authorization or Contract Amendment. Lump Sum is a contracting method utilized by the Authority whereby scope equals fee. Lump Sum fees will be based on assumptions/estimates of personnel, hourly rates, man hours, indirect expenses, time durations, etc. needed to effectively accomplish the scope of work. As such, the project assumptions made during good faith negotiations are the basis for the Lump Sum fee.

The Lump Sum scope equals the Lump Sum fee. As such, the Lump Sum fee is not guaranteed regardless of scope or time impacts to the project. If at any time during the progression of work under this Contract the project assumptions and resulting agreed upon scope of work substantially or materially change, then the Lump Sum fee will be adjusted to reflect these changes by a Contract Amendment.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task.

set forth in the Scope of Professional Services, or as may be set out in subsequent Contract Amendments, and/or Task Authorizations agreed to in writing by both parties to this Agreement.

(2) **Monthly Statements** - Consultant may submit an invoice to Authority's Development Division each calendar month covering services rendered and completed during the preceding calendar month. Consultant's invoice must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work to be performed under that Task Authorization or Contract Amendment.

(3) **Non-Personnel Reimbursable Expenses** – If authorized, Authority will further compensate Consultant for non-personnel reimbursable expenses and costs as set out in Exhibit "B-1", attached and incorporated by reference.

(4) **Not-To-Exceed Fee(s)** - When all, or any portion, of the Consultant's

compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization(s), is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task will be made on the following basis:

a. For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit "B" to this Agreement; and

b. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Exhibit "B-1"; and

c. With the understanding and agreement that the Authority will pay the Consultant for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Authority covering all such costs and expenses; and

d. With the understanding and agreement that the Consultant's invoices and all payments to be made for all Not-to-Exceed amounts will be subject to the review, acceptance and approval of the Authority; and

e. With the understanding and agreement that when the Consultant's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and Sub-Contractor costs for any such specific Task(s) or Sub-Task(s) will not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

(5) **Authorization to Commit Funds** - All Tasks outlined in the Agreement are contingent upon execution of a Contract Amendment or Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Consultant and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.

9.2. Authority will issue payment to Consultant within forty-five (45) calendar days after receipt of an invoice in an acceptable form containing the requested breakdown and detailed description and documentation. If Authority objects or takes exception to the amount of any Consultant invoice, Authority will notify Consultant in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority will withhold the disputed amount and make payment to Consultant of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties.

9.3. Failure by Consultant to follow the instructions set out above will result in an unavoidable delay in payment by Authority.

9.4. If this Agreement is terminated for the convenience of the Authority, the Authority will compensate the Consultant for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in effecting the termination of services and work, and incurred by the submittal to the Authority of any Project documents.

9.5. If Authority suspends the Consultant's services or work on all or part of the services required by this Agreement, the Authority will compensate the Consultant for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.6. If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Contract Amendment(s); the Consultant will not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

9.7. The Consultant may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Consultant has obtained prior written approval from the Authority. The Authority will review the need for such request and the impact on other assigned Tasks. In doing so, the Authority retains

the authority to delete any Task outlined in the Scope of Services.

ARTICLE 10 – NON-APPROPRIATION CLAUSE

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose by the Authority. In the event of non-appropriation of funds by the Authority for the services provided under this Agreement, the Authority will terminate the Agreement, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by the Consultant on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

ARTICLE 11 - FAILURE TO PERFORM

If Consultant fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 12 - PUBLIC RECORDS

Consultant acknowledges that any information concerning its services may be exempt from disclosure under the Virginia Freedom of Information Act.

Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Consultant hereunder. Consultant will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 37, VIRGINIA CODE TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 757-857-3351, 2200 NORVIEW AVENUE, NORFOLK, VIRGINIA 23518, OR VIA EMAIL AT .

ARTICLE 13 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other

than working papers, prepared or developed by Consultant under this Agreement must be delivered to and become the property of Authority. Consultant may retain copies thereof for files and internal use.

ARTICLE 14 - MAINTENANCE OF RECORDS

Consultant will keep adequate records and supporting documentation that concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. The FAA, the Comptroller General of the United States or any duly authorized agent or representative of any of them will have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period thereafter; provided, however, such activity will be conducted only during normal business hours.

ARTICLE 15 - INDEMNIFICATION

Consultant will indemnify, hold harmless and defend Authority and its Commissioners, officers, agents, and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

[If Copyright Indemnification used:]

Further, Consultant's patent and copyright infringement and trade secret indemnity and hold harmless obligations, as set out in Request for Qualifications, LOQ-, are specifically incorporated by reference as if set forth in full herein.

ARTICLE 16 - SOVEREIGN IMMUNITY

Consultant acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein will be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity per § 8.01-195.3, Virginia Code, or any other statute, and Authority expressly reserves those rights to the fullest extent allowed by

law.

ARTICLE 17 – INSURANCE

During the term of this Agreement, Consultant will provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Consultant must obtain the insurance coverages and limits as set out below. All insurance will be from responsible companies duly authorized to do business in the Commonwealth of Virginia and/or responsible risk retention group insurance companies registered with the Commonwealth of Virginia.

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

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

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

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

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

17.1 INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Consultant will procure and maintain insurance of the types and to the limits specified in paragraphs through 17.1.4, inclusive below. All liability insurance policies obtained by Consultant to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name Authority as an additional insured as to the services of Consultant under this Agreement and will contain the severability of interests provisions.

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

17.1.1 Professional Liability Insurance - Consultant will maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance will have limits of not less than \$__ each claim and \$ annual aggregate. Consultant must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. Consultant will promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

17.1.2 Commercial General Liability Insurance - Consultant will maintain commercial general liability insurance. Coverage will include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. If Consultant provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage will not be less than the following:

Each Occurrence Personal and Advertising Injury	\$
Products - Completed Operations Aggregate	\$
Specific Project Aggregate Limits	Same As Above

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage will be no later than the commencement date of any Task under this Agreement and will provide that in the event of cancellation or non-renewal the discovery period for insurance claims(Tail Coverage) will be unlimited.

17.1.3 Automobile Liability Insurance will be maintained by Consultant as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability	\$_____ Combined Single Limit
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17.1.4 Worker's Compensation and Employers Liability Insurance will be maintained by Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the Commonwealth of Virginia.

Consultant must provide evidence of the required insurance coverage using Authority's Certificate of Insurance attached as Exhibit "___", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Consultant's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that s/he is an authorized representative thereof. In addition, copies of all insurance policies will be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if

requested by Authority, must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration.

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

ARTICLE 18 - SERVICES BY CONSULTANT'S OWN STAFF

18.1 Services performed hereunder will be performed by Consultant's own staff, unless otherwise authorized in writing by Authority. The employment of, contract with, or use of the services of any other person or firm by Consultant, as independent contractor or otherwise, will be subject to the prior written approval of Authority. No provision of this Agreement will, however, be construed as constituting an agreement between Authority and any such other person or firm. Nor will anything contained herein be deemed to give any such party or any third party any claim or right of action against Authority beyond such as may otherwise exist without regard to this Agreement.

18.2 Authority hereby gives its prior approval to Consultant to subcontract with for certain services. Provided, however, this prior approval by Authority subject to Authority's rights under Section 4.4., above.

ARTICLE 19 - WAIVER OF CLAIMS

Consultant's acceptance of final payment will constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by Authority will be deemed to be a waiver of any of Authority's rights against Consultant.

ARTICLE 20 - AIRPORT SECURITY REQUIREMENTS

Consultant acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the Airport and prohibiting violations of the adopted Airport Security Program. Consultant may need access to these secure areas to complete the work required by this Agreement.

Consultant therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority, its commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority by the FAA or any other governmental agency for breaches of security rules and regulations by Consultant, its agents, employees, subconsultants, subcontractors, or invitees.

Consultant further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant will notify the Airport's Police Department that the Consultant's access authorization or that of any of Consultant's agents, employees, subconsultants, subcontractors, or invitees has changed. Consultant will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Consultant, Consultant will surrender any Airport Security Identification Badge held by the Consultant or by Consultant's agents, employees, subconsultants, subcontractors, or invitees. If Consultant fails to surrender these items within five (5) days, the Consultant may be assessed a fee per identification badge not returned. This fee will be billed to the Consultant or deducted from any money owing to the Consultant, at the Authority's discretion.

ARTICLE 21 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Consultant will not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. The Consultant will have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subconsultants or subcontractors in connection with the Consultant's performance of services under the requirements of this Agreement.

ARTICLE 22 – PROVIDER AN INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and Consultant, its employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

ARTICLE 23 - TERMINATION OR SUSPENSION

23.1 Consultant will be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further

set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Contract Amendment or Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Consultant seven (7) calendar days written notice.

23.2 If, after notice of termination of this Agreement, it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Consultant provided herein, then Consultant's remedies against Authority will be the same as and limited to those afforded Consultant under paragraph 24.3. below.

23.3 Authority will have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against Authority will be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant will not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

23.4 Upon termination, Consultant will deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement. Authority will have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are suspended, Consultant's sole and exclusive remedy will be an extension of time to its schedule.

ARTICLE 24 - SECURING AGREEMENT

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for

Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - CONFLICT OF INTEREST

25.1 Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining Consultant's services during the term of this Agreement. Consultant therefore agrees not to perform work for any third party related to development of Norfolk International Airport, nor perform work related to any property directly abutting the boundary of Norfolk International Airport, or within the Runway Protection Zones of the Airport, or within the Airport Noise Overlay Zone.

Consultant represents that it presently has no interest and will acquire no interest, during the term of this Agreement, either direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Consultant further agrees that no person having any such interest will be employed or engaged by Consultant for said performance.

If Consultant, for itself and on behalf of its subconsultants or subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such subconsultants or subcontractors under this Agreement, then it will promptly bring such potential conflict of interest to Authority's attention, in writing. Authority will advise Consultant, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such a conflict of interest exists. If Authority determines that there is a conflict of interest, Consultant or such subconsultant or subcontractor will decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If Consultant or a subconsultant or subcontractor accepts any representation without obtaining Authority's prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by Consultant or a subconsultant or subcontractor under this Agreement, then Consultant or such subconsultant or subcontractor agrees to promptly terminate the representation. Consultant will require each of its subconsultants or subcontractors to comply with the provisions of this Article.

If Consultant fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if Consultant fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

25.2 Conflict of Interest - Projects - If Consultant or any subconsultant or subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated

construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently \$4 million) the Consultant and any subconsultant or subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The Consultant may not decline any work assigned by the Authority under this Agreement because of this restriction.

As identified in the Request for Letters of Qualification, Consultant acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

ARTICLE 26 - NOTICES AND ADDRESS OF RECORD

26.1 All notices required or made under this Agreement to be given by either party to the other will be in writing and will be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Authority:

Consultant:

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 27 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement will create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Consultant.

Services performed by Consultant under the Agreement are solely for the benefit of the Authority. This Agreement will not be construed to create any contractual relationship between Consultant and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give Consultant and Authority the right to observe work being performed by those third parties, will not give rise to any duty or responsibility on the part of Consultant in favor of such third parties.

ARTICLE 28 – MISCELLANEOUS

28.1 Consultant, in representing Authority, will promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing. Services provided under this Agreement must be performed in a workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in

the same geographic location.

28.2 No modification, waiver, suspension or termination of the Agreement or of any terms thereof will impair the rights or liabilities of either party.

28.3 Waiver by either party or a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Agreement.

28.4 The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and will not be deemed to expand, limit or change the provisions in such Articles, Sections, Exhibits and attachments.

28.5 This Agreement, including any Addenda and referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and will supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding will have no force or effect whatever on this Agreement.

ARTICLE 29 - PROHIBITED INTERESTS

No member, officer or employee of the Authority during his or her tenure or for one year thereafter may have any interest, direct or indirect, in this contract or in the proceeds thereof, other than his or her own employment.

ARTICLE 30 - LOBBYING CERTIFICATION

The Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Authority will require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.



ARTICLE 31 - E-VERIFY

Consultant certifies that it has enrolled and is using in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. The Consultant further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement.

Consultant agrees to use the E-Verify Program to confirm the employment eligibility

of: All persons employed by Consultant during the term of this Agreement.

All persons, including subconsultants and subcontractors, assigned by the Consultant to perform work or provide services under the Agreement.

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

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

Compliance with the terms of this Article is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

ARTICLE 32 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

32.1 Compliance with Regulations. Consultant will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

32.2 FAA Nondiscrimination Clause. Consultant or subconsultant will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant will carry out all applicable requirements of 49 CFR Part 23 and



Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority (recipient) deems appropriate. Every contract that Consultant enters with a subconsultant or subcontractor for services under this Agreement must contain this clause.

32.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Consultant.

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 Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

32.4 Information and Reports. Consultant will provide all information and reports required by the Regulations or 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 Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

32.5 Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

32.6 DBE Policy. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Consultant agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.



32.7 Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

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

32.8 Incorporation of Provisions. Consultant will include the provisions of paragraphs 36.1. through 36.7. in every subcontract, including procurements of materials and leases of

equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 33 - NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Virginia Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States will on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.



ARTICLE 34 - GENERAL CIVIL RIGHTS CLAUSE

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

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

ARTICLE 35 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement will be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

This Agreement will become effective upon concurrence by the Federal Aviation Administration and/or the Virginia Department of Transportation, if required, and otherwise on the date first written above.

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



NORFOLK AIRPORT AUTHORITY

Signature

Name: Mark A. Perryman

Title: President and CEO

CONSULTANT:

Signature

Name: _____

Title: _____

WITNESS:

Name: _____

Title: _____