



**NORFOLK AIRPORT AUTHORITY**

**REQUEST FOR PROPOSALS**

**TITLE: NAA IT Consultant**

**RFP# FY25-102-03**

**February 25, 2025**

**REQUEST FOR PROPOSALS**

# **I. REQUEST FOR PROPOSALS (RFP)**

## **A. Introduction**

The Norfolk Airport Authority (hereinafter referred to as “Authority”), acting by and through its President & Chief Executive Officer or designee(s), will accept qualification proposals from qualified and experienced firms (hereinafter referred to as “Offerors”). The Norfolk Airport Authority seeks the services of qualified professional technology consulting vendors to provide Information Technology (IT) support services for its computer-based information technologies system and network.

## **B. Background**

Norfolk Airport Authority seeks the services of a qualified professional technology consulting vendor to provide Information Technology (IT) consultant support services for its computer-based information technologies system and network. The firm selected must be fluent with Microsoft Operating systems, TCP/IP and TCP/IP routing, Firewalls (IPFW), SMTP, VPN Tunnel and remote access. The firm selected must have working knowledge of VOIP systems, Flight Information Display Screens/Public Address (FIDS/PA) Systems, Access Control Systems and requirements for PCI compliance and the construction of IT Master Plans.

The nature of the service will be ongoing for IT system buildout and upgrades with support and coordination to ensure proper implementation of new technologies. Further consulting will provide guidance for procurement of a separate IT network vendor that will provide general management and operation to (a) IT systems, (b) storage infrastructure (c) software utilities and scripts to perform various tasks, maintenance/troubleshooting of the system (hardware and software).

The contract will be for an hourly rate, and a not to exceed amount will be established annually based on an estimated number of hours annually. The contract period will be for three years from July 1, 2025-June 30, 2028. subject to annual (Fiscal Year: July 1 – June 30) appropriation.

## **C. Scope of Work**

The IT Consultant will be responsible for analyzing, planning, and delivering solutions that enhance the Authority’s IT systems and align with its business objectives. The scope of work includes, but is not limited to, the following:

### **1. IT Systems and Infrastructure Analysis**

- a) Conduct a detailed review and assessment of the Authority’s existing IT systems, infrastructure, and processes to evaluate performance, scalability, and security.
- b) Perform a gap analysis to identify current shortcomings and vulnerabilities.

- c) Document findings in a comprehensive report, highlighting areas requiring immediate attention and long-term improvement.

## 2. Feasibility Assessment

- a) Assess the feasibility of proposed IT solutions by identifying potential risks, challenges, and constraints (technical, financial, or operational).
- b) Provide recommendations to mitigate identified risks and improve project outcomes.

## 3. Business Objectives and IT Needs Alignment

- a) Work closely with the Authority to fully understand its business objectives, challenges, and strategic goals.
- b) Evaluate current IT needs and align recommendations with industry best practices and emerging technologies.

## 4. IT Strategy and Roadmap Development

- a) Collaborate with key stakeholders to define IT goals, objectives, and long-term strategies.
- b) Develop an IT roadmap that includes clear milestones, deliverables, and performance indicators to track progress.
- c) Provide strategic guidance on adopting emerging technologies to enhance operational efficiency and competitiveness.

## 5. Project Scope Definition

- a) Define the project's scope, objectives, and deliverables, ensuring alignment with the Authority's business requirements.
- b) Develop detailed project timelines, budgets, and resource allocation plans to ensure smooth execution.

## 6. Internal Team Collaboration

- a) Coordinate with internal teams to ensure resources, infrastructure, and expertise are available to complete assigned tasks.
- b) Facilitate collaboration between departments, ensuring seamless integration of new systems with existing workflows.

## 7. Stakeholder Engagement and Feedback

- a) Conduct periodic progress meetings with stakeholders to monitor milestones, address concerns, and gather input.
- b) Organize one-on-one meetings with employees to understand their concerns, requirements, and challenges related to the new IT systems.
- c) Incorporate Authority and team feedback to refine processes and deliverables during subsequent project phases.

## 8. Research and Recommendations

- a) Stay updated on industry trends, emerging technologies, and innovative solutions to provide the Authority with recommendations for improvement.
- b) Evaluate and recommend software, hardware, and infrastructure upgrades tailored to the Authority's operational needs.

#### 9. Training and End-User Support

- a) Develop and deliver training programs for employees and end-users to ensure effective adoption of new systems and technologies.
- b) Provide on-site and remote support to address technical issues during and after the implementation phase.

#### 10. Comprehensive Documentation

- a) Prepare and deliver an IT Master Plan outlining the overall strategy, system architecture, and implementation phases.
- b) Develop user manuals, system guides, and maintenance protocols to facilitate future use, troubleshooting, and upgrades.
- c) Ensure all documentation is clear, concise, and accessible for both technical and non-technical users.

#### 11. Progress Monitoring and Reporting

- a) Regularly track and report on project progress against the roadmap and defined milestones.
- b) Proactively identify bottlenecks or delays and recommend corrective actions to keep the project on schedule.

#### 12. Testing and Quality Assurance

- a) Conduct thorough testing of new systems, ensuring they meet performance, reliability, and security standards.
- b) Facilitate user acceptance testing (UAT) to confirm the system's usability and effectiveness.

### D. Deliverables

The IT Consultant is expected to provide the following deliverables:

1. IT Assessment Report outlining existing systems and identified gaps.
2. Feasibility Study with recommendations for addressing risks and challenges.
3. IT Roadmap and Strategic Plan with milestones, objectives, and timelines.
4. System Design Specifications, including architecture diagrams and configurations.
5. User Training Materials and System Guides.
6. IT Master Plan documenting the project scope, system features, and long-term maintenance recommendations.
7. Comprehensive Progress Reports and Final Project Summary.

### E. Minimum Qualifications

1. The respondent's proposed lead team member assigned to this engagement must have at least five (5) years of experience in providing IT consulting services. This experience should demonstrate a comprehensive understanding of IT systems analysis, infrastructure development, emerging technologies, and implementation of solutions for large-scale organizations, with a strong preference for experience in government agencies, airports, or similar high-traffic environments in size, scope, and complexity.
2. The respondent must be an independent entity, free from financial entanglements or affiliations with firms engaged in financial transactions or services related to the Authority's IT systems. This ensures that the IT Consultant maintains autonomy and impartiality in service delivery, avoiding any potential conflicts of interest.

## **II. GENERAL PROPOSAL REQUIREMENTS**

- A. RFP Response: In order to be considered for selection, Respondents must submit a complete proposal in response to this RFP for receipt not later than 2:00 p.m. (Local Time) on, April 30, 2025.
- B. One (1) electronic copy (PDF) of the Proposal must be submitted to the Authority via email to: [procurement@norfolkairport.com](mailto:procurement@norfolkairport.com)  
Hardcopy proposals will not be accepted. Email correspondence transmitting the RFP response must be time stamped by the deadline stated above.
- C. Proposal Format
  1. The Proposal must include the completed Proposal Form attached hereto as Exhibit B along with additional required information and must be contained in a single PDF.
  2. Proposals must be signed by an authorized representative of the Respondent. All information requested in this RFP should be submitted. Failure to submit all the information requested may result in rejection of the Proposal.
  3. Responses MUST provide full firm name and address of Respondent and must be manually or electronically signed. Failure to do so will disqualify the Respondent's proposal. The person signing the proposal must show title or authority to bind his/her firm in a contract. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent, whether corporation, partnership, or individual, must also be stated in the Proposal. A corporation must execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and must also list the state in which it is incorporated. A partnership Respondent must give full names and addresses of all partners. All partners must execute the Proposal. Partnership and Individual Respondents must state in the Proposal the names and addresses of all persons with a vested interest therein. The place of residence of each

Respondent, or the office address in the case of a firm or company, with city and state and telephone number, must be given after the signature.

4. Proposals should be prepared simply and economically, providing a straight- forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity and brevity of content. Respondents are not expected to expend resources developing story boards, creative copy, and similar materials. The total number of pages will be limited to 25 not including the Proposal form, cover sheet, section covers or resumes.
  
5. Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP will belong exclusively to the Authority and will be subject to public inspection and disclosure in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Respondent will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Respondent must invoke the protections of § 2.2-4342.F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal and paper copies. Additionally, the Respondent must submit a redacted copy of the proposal if invoking said protect. The classification of an entire proposal document or prequalification application, line item, prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the Respondent refuses to withdraw an entire classification designation, the proposal will be rejected.
  
6. Proposals should be organized in the order in which the requirements are presented in this RFP. All pages of the Proposal should be numbered. Information which the Respondent desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the Proposal and designated as additional material.
  
7. Proposals cannot be altered or amended after the submittal deadline. No proposal submitted in response to this solicitation may be withdrawn after submittal deadline without acceptable reason in writing and only after approval by the Authority.

### **III. SPECIFIC PROPOSAL REQUIREMENTS**

Respondents are required to submit the Proposal Form and the following information in their Proposals:

1. A Statement of Qualification. The Statement of Qualification section must include a comprehensive identification of the Respondent's qualifications and capacity to perform

all requirements under the Scope of Services. The Respondent must support its ability to be responsible for all facets of the RFP, including professional background and experience of key personnel in the Scope of Services.

2. References. List three (3) clients who would provide references for Respondent where comparable services have been provided. Provide phone numbers, email, and mailing addresses for each of such references. Additional references from other clients, commercial service airports in particular, where comparable services have been provided may be included.
3. Conflicts. Disclose any potential conflicts that may arise due to Respondent's representation of other entities.
4. The name and contact information of the individual who would be the Authority's primary contact for coordination of services if the Respondent firm is selected.
5. Resumes of key individuals who will perform work covered under this RFP.
6. Location of office(s) from which the majority of the work would be performed.
7. The name and contact information of the staff person who is responsible for the Proposal and is to be contacted regarding any questions the Authority may have about the Respondent's response to this RFP.

#### **IV. SELECTION PROCESS**

- A. The Authority intends to select one firm, but reserves the right to select multiple firms, to accept none of the Proposals, to negotiate for modification of the Proposal with the Selected Respondent, or to waive/modify any of the requirements for the Proposal at any time prior to execution of a contract, if deemed to be in the Authority's best interests. If the Respondent is selected for contract negotiations, the Selected Respondent may be required to prepare and submit additional information prior to final contract execution.
- B. The Authority may elect to conduct interviews as part of this RFP. Respondents should be prepared to respond to questions related specifically to their Proposals and other pertinent matters contained within the RFP. Upon completion of the interview process (if interviews are deemed necessary), the Authority will evaluate all information, complete the selection process, and notify the Selected Respondent, as well as the non-selected firms.
- C. The Authority may make such investigations as deemed proper and necessary to determine the ability of the Respondent to perform the services, and the Respondent must furnish to the Authority all such information and data for this purpose as may be requested.

D. Authority reserves the right to reject any Proposal if, in the Authority’s sole discretion, (i) such Proposal is deemed nonresponsive, or (ii) the evidence submitted by, and investigations of the Respondent fail to satisfy the Authority that such Respondent is properly qualified to fulfill the requirements of the RFP and to successfully provide the services contemplated herein.

**V. EVALUATION AND AWARD**

A. Evaluation of Proposals: Each Proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth herein. The specifications within this RFP represent the minimum performance necessary for response. An award will be made to the Offeror who is determined by the Authority, in its sole discretion, to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors set out immediately below.

<b>Criteria</b>	<b>Points</b>
<b>Plan of Execution</b>	<b>30</b>
<b>Qualifications and Experience</b>	<b>30</b>
<b>Costs and Fees</b>	<b>25</b>
<b>References</b>	<b>15</b>

B. Breakdown of Criteria

**1. Plan of Execution (30 Points)**

Evaluates how well the consultant understands the scope of work and its ability to provide a strategic, actionable plan.

a) Evaluates the clarity, feasibility, and innovation of the proposed solutions, including timelines, resource allocation, and customization to meet the Authority’s specific business needs.

**2. Qualifications and Experience (30 Points)**

Evaluates the consultant’s ability to perform the required tasks effectively.

a) Considers relevant certifications, expertise in similar projects, knowledge of emerging technologies, and the team’s overall capability to deliver effective solutions.



**3. Costs and Fees (25 Points)**

Assesses the affordability and justification of costs in relation to the proposed plan.

- a) Assesses the transparency and value of the pricing structure, alignment with the Authority's budget, and flexibility for future scaling or additional services.

**4. References (15 Points)**

Confirms the consultant's credibility and past performance through client testimonials or case studies.

- a) Reviews client feedback, the consultant's ability to deliver projects on time and within budget, adaptability to Authority needs, and examples of exceeding expectations.

- C. Award of and Term of Contract: Following the submission of Proposals and any subsequent interviews the Authority may wish to conduct, the Authority will consider all available information and select one Offeror with whom it will make a good faith effort to negotiate a consulting agreement. The Authority will select the Offeror determined by the Authority in its sole discretion to be best qualified, responsible, and best suited to meet its needs and objectives among those submitting Proposals. Negotiations will be conducted with the Offeror(s) so selected.

The proposed consulting team of the Offeror may be required to participate at the Airport in at least one negotiation session.

In the event an agreement cannot be reached with the Selected Offeror, the Authority reserves the right to terminate negotiations with no obligation to the first Selected Offeror. Further, the Authority reserves the right to negotiate for modification of any Proposal and may enter into an agreement with any Offeror of its choosing.

The award document will be a written contract in a form which will be provided by the Authority and will incorporate by reference all the requirements, terms and conditions of the solicitation and the Selected Offeror's Proposal as negotiated. The term will be for five (5) years with the option for the Authority to extend annually for a maximum of three (3) additional years. The term initiation date will be the date of the Notice of Award as issued by the Authority. The Authority's standard contract for consulting services and standard terms and conditions are attached to the RFP as Exhibits C.

Once an award is made, the Authority will negotiate the contract and terms and conditions with the successful Offeror to finalize a mutually acceptable contract document consistent with the standard contract and terms and conditions attached hereto.

The Authority may cancel this RFP or reject any or all Proposals at any time prior to an award and will not be required to furnish a statement of the reasons why a particular Proposal was not selected.

## **VI. SCHEDULE**

- Request For Proposal Start date: Tuesday, February 25, 2025
- On-site Pre-proposal meeting: Tuesday, March 11, 2025, Norfolk Airport, HR Offices Board Room 10:00am
- Deadline for question Requests: Wednesday, April 2, 2025. Submit in writing to: [procurement@norfolkairport.com](mailto:procurement@norfolkairport.com)
- Responses to Questions Posted by: Monday, April 7, 2025
- Proposals Due by: Thursday, April 17, 2025, at 2:00 EST Submit electronically to: [procurement@norfolkairport.com](mailto:procurement@norfolkairport.com)

The award is expected on Thursday, May 8, 2025, and the Selected Offeror's performance of Services will begin immediately upon execution of the Authority's standard contractor contract.

## **VII. RFP EXHIBITS**

Exhibit A	Pricing Form
Exhibit B	Proposal Form
Exhibit C	General Terms and Conditions for Services
Exhibit C1	Standard NAA Service Provider Agreement
Exhibit D	FAA Required Contract Provisions – Non-AIP Contracts
Exhibit E	Proof of Authority To Transact Business In Virginia
Exhibit F	Exceptions Page
Exhibit G	Proprietary Confidential Information Identification
Exhibit H	Vendor Data Sheet
Exhibit I	W-9 Form

## **VIII. GENERAL**

- A. This solicitation and any resulting contract are subject to and will incorporate the General Terms and Conditions attached hereto as Exhibit C.
- B. It is the responsibility of each Respondent to clarify any requirements of this RFP that are not understood. All inquiries pertaining to this RFP must be submitted as directed in the Schedule above. Answers will be posted in the form of an addendum on the Airport website as necessary. No inquiries should be made to any other appointed or elected officials associated with the Authority.
- C. If it becomes necessary to revise any part of this RFP, or if additional data or information is necessary to clarify any provision, an addendum will be posted to the Airport website.

- D. Expenses for developing and submitting a Proposal are entirely the responsibility of the responding firms and will not be chargeable to the Authority.
- E. The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- F. If you need any reasonable accommodation for any type of disability to participate in this procurement, please contact the Authority as soon as possible.

**ATTACHMENT A**  
**PROPOSAL PRICE FORM**  
**RFP TITLE: NAA IT Consultant**

For ease of reviewing prices, this page must be filled out in its entirety. If this page is not completed, the Proposal will be rejected.

Hourly Rate – Normal Business hours (Monday-Friday 8:00 AM - 4:00 PM)  
Holidays/Weekends and after hours – From 4:01 PM – 8:00 AM Monday - Friday, all day Saturday and Sunday and holidays as defined by Norfolk Airport Authority. **There will be no compensation for mileage or travel time. Billable hours will commence upon arrival at the job site.**

<b>Rate in Figures:</b>	Normal Business Hours	Holidays/Weekends/After Hours
<b>Year 1: 7/1/25 – 6/30/26</b>		
In Person	\$ _____ /Hour	\$ _____ /Hour
Remote & Phone	\$ _____ /Hour	\$ _____ /Hour
<b>Year 2: 7/1/26 – 6/30/27</b>		
In Person	\$ _____ /Hour	\$ _____ /Hour
Remote & Phone	\$ _____ /Hour	\$ _____ /Hour
<b>Year 3: 7/1/27 - 6/30/28</b>		
In Person	\$ _____ /Hour	\$ _____ /Hour
Remote & Phone	\$ _____ /Hour	\$ _____ /Hour

<b>Rate in Written Words</b>	
<b>Year 1: 7/1/25 – 6/30/26</b>	Normal Business Hours
In Person	
Remote & Phone	
	Holidays/Weekends/After Hours
In Person	
Remote & Phone	
<b>Year 2: 7/1/26 – 6/30/27</b>	Normal Business Hours
In Person	
Remote & Phone	
	Holidays/Weekends/After Hours
In Person	
Remote & Phone	
<b>Year 3: 7/1/27 – 6/30/28</b>	Normal Business Hours
In Person	
Remote & Phone	
	Holidays/Weekends/After Hours
In Person	
Remote & Phone	

**EXHIBIT B**  
**PROPOSAL FORM**  
**RFP TITLE: NAA IT Consultant**

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 March 12, 2025, for the services of qualified professional technology consulting vendors to provide Information Technology (IT) support services, which is incorporated herein by this reference. Respondent's Proposal attached hereto describes in full the specific Services which Respondent wishes to provide the Authority and Respondent's qualifications and experience.

**B.** Full legal name of Respondent: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**D.** Principal business address of Respondent:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

- H. Respondent agrees that none of the information provided to the Authority with the Proposal has been given in confidence. All or any part of the information may be used or disclosed by or on behalf of the Authority without liability of any kind.
- I. Respondent hereby certifies that no officer, director, employee, or agent of Respondent 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. Respondent 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 Respondent has obtained the express prior approval of the Authority for that individual.
- J. Respondent 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 Respondent to provide the Service, and that Respondent has obtained or will be able to obtain any required permits, licenses, and certificates prior to execution of the Contract.
- K. The entire Proposal, any documents required by it and all exhibits and other papers made a part thereof by its terms are incorporated herein and made a part of this Proposal.
- L. Any notices to be provided by Authority to Respondent pursuant to this Proposal or the REQUEST FOR PROPOSAL will be given to the following individual:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**AUTHORIZED SIGNATURE OF RESPONDENT:**

Printed Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**NORFOLK AIRPORT AUTHORITY**  
**GENERAL TERMS AND CONDITIONS**

The following General Terms and Conditions, where applicable, shall be incorporated by this reference in any agreement (“Contract”) between the Authority and the Offerors selected to provide the underwriting services pursuant to the Request for Proposals for General Airport Revenue Bond Underwriting Services:

- 1. Qualifications of Offerors:** The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the Services, and the Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy the Authority that such Offeror is properly qualified to carry out the obligations of the senior managing underwriter or co-managing underwriter and to provide the services contemplated herein (the “Services”).
- 2. Cooperative Procurement:** As authorized by Virginia law, § 2.2-4304, Va. Code, the Authority may participate in a cooperative procurement agreement in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, or of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction.
- 3. Late Proposals:** To be considered for selection, a Proposal must be received by the Authority by the designated date and hour. It is the sole responsibility of the Offeror to insure that its Proposal is timely received by the Authority by the designated date and hour. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The Authority is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers.
- 4. Liability of Authority:** No Offeror shall have any cause of action against the Authority arising out of a failure by the Authority to consider a Proposal, or the methods by which the Authority evaluated Proposals received. The selection of the prospective Offeror shall be at the sole discretion of the Authority.
- 5. Proposal Acceptance Period:** Any Proposal in response to this RFP shall be valid for one hundred eighty (180) days. At the end of one hundred eighty (180) days, the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time, it remains in effect until an award is made or the RFP is canceled.
- 6. Costs:** The Authority assumes no obligation for any costs associated with preparation or submission of a Proposal.

7. **Unauthorized Contact:** Except the communications with the Executive Director as specifically authorized herein, contact with any official or employee of the Authority, including any Commissioner, in connection with this RFP and the service described herein is prohibited and shall be cause for disqualification of the Offeror. The Authority will not meet individually with any Offeror prior to receipt of Proposals.
8. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the City of Norfolk. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. The Contractor shall give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the Contract.
9. **Ethics in Public Contracting:** By submitting a Proposal, Offeror certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, or subcontractor in connection with its Proposal, and that Offeror has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
10. **Conflict of Interest:** The Offeror represents to the Authority that entering into any contract with the Authority will not constitute a violation of the Virginia Conflict of Interest Act.
11. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the Authority. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Authority the names, qualifications and experience of the proposed subcontractors. The Subcontractor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
12. **Taxpayer Identification Number:** The Contractor shall furnish to the Authority at the time of Contract award and as a condition precedent to receiving payment from the Authority its federal Employer Identification Number (EIN) if a corporation or a partnership, or its Social Security Number (SSN) if a sole proprietor.
13. **Insurance Required of the Contractor:** Contractor agrees to maintain Errors and Omissions insurance coverage in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, at a minimum, to cover all of its own personnel engaged in performing the Services of the Authority under the Contract.
14. **Ownership of Documents and Materials:** Ownership of all materials and documentation including any reports and copies of any analyses prepared pursuant to the Contract with the Authority, shall belong exclusively to the Authority. Such materials and documentation shall be the property of the Authority whether the work for which they are made is executed or not. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the Authority.



## 15. Payments to the Contractor:

The following procedures are established in conformance with the Virginia Public Procurement Act (VPPA), Code of Virginia §§ 2.2-4300 through 2.2-4377, as amended, and, in particular, § 2.2-4347 *et seq.*, which is referred to as the Prompt Payment Act, if applicable.

- (a) The Contractor shall submit its invoice with the documentation required by the Authority. The invoice shall generally itemize or show a breakdown of the total Contract amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice. Invoices for reimbursables shall include documentation of costs for which reimbursement is sought.
- (b) Unless there is a dispute about the compensation due the Contractor then within thirty (30) days after receipt by the Authority of the Contractor's invoice, which shall be considered the invoice receipt date, the Authority shall pay to the Contractor the amount approved, less any retainage and prior payments/advances. The date on which payment is due shall be referred to as the Payment Date.
- (c) Interest shall accrue on all amounts owed by the Authority to the Contractor which remain unpaid thirty (30) days following the Payment Date. Said interest shall accrue at the discounted ninety day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the *Wall Street Journal* on the weekday following each such Weekly Auction. During the period of time when the amounts due to the Contractor remain unpaid following the thirtieth (30<sup>th</sup>) day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the Contractor to gather and substantiate the applicable weekly interest rates to the satisfaction of the Authority and to calculate to the satisfaction of the Authority the interest due. In no event shall the rate of interest charged exceed the rate of interest established pursuant to Code of Virginia § 58.1-1812. No interest shall accrue when payment is delayed because of a dispute between the Authority and the Contractor. This exception to the accrual of interest shall apply only to that portion of a delayed payment which is actually the subject of the dispute and shall apply only for the duration of such disagreement. The date of mailing of any payment through the U.S. Postal Service is deemed to be the date of payment to the addressee.
- (d) The Authority is entitled to interest on any amounts from the Contractor that remain unpaid thirty (30) days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth above in this subsection.

**16. Payments by the Contractor to Subcontractors:**

- (a) If applicable, the Contractor is required to pay interest to any of its subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor from the Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month.
- (b) The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier
- (c) Any obligation of the Contractor to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Authority. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**17. Audit:** The Contractor, by signing any Contract with the Authority, shall agree to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the Authority, whichever is sooner. The Authority and its authorized agents shall have full access to and the right to examine any of the materials during said period.

**18. Indemnification and Hold Harmless:** To the fullest extent permitted by law, Contractor will defend, indemnify and hold the Authority and its Commissioners, officers, employees (collectively "Indemnitees") harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses or liabilities incurred by or asserted against the Authority or any of its Indemnitees arising from the performance of Contractor's obligations under the Contract and any and all fees, costs or penalties incurred by the Authority or any of its Indemnitees, to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise out of Contractor's performance; provided that Contractor shall not be required to indemnify the Authority or any of its Indemnitees for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of the Authority or any of its Indemnitees.

**19. Force Majeure:** Neither party will be held responsible for delay or default caused by deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the Parties.

**20. Relationship of the Parties:** The relationship of the Parties is one of independent contractors, each free to exercise judgment and discretion regarding the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

**21. Default:** In case of the Contractor's failure to deliver the reports, documents or services in accordance with the Contract terms and conditions, the Authority, after due written

notice, may procure same from other sources, and the Contractor shall be responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which the Authority may have.

**22. Termination of Contract:**

- (a) **General:** The Authority may terminate the Contract for cause or for convenience after giving thirty (30) days written notice to the Contractor. The written notice need not include a statement of reasons for the termination.
- (b) **Termination for Cause:** If the Contract is terminated by the Authority for cause, the Contractor shall be responsible for all damages incurred by the Authority as a result of the Contractor's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the Contract. Any termination by the Authority for default, if determined by a court of competent jurisdiction not to have been justified as a termination for default shall be deemed a termination for the convenience of the Authority.
- (c) **Termination for Convenience:** The Authority may terminate the Contract in whole or in part for convenience by delivering to the Contractor a written notice of termination as set forth above, specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Contractor must stop work, including but not limited to work performed by subcontractors and Contractors, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the Contractor shall be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.

**23. Laws and Regulations:** In performing services under the Contract, the Contractor will comply with applicable federal, state, and local laws and regulations. The Contractor will give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the Contract. Contractor must maintain a valid and current status on all required federal, state, and local licenses, bonds, and permits required for the operation of its business.

**24. Assignment of Contract:** The Contractor shall not assign the Contract between the Authority and the Contractor, in whole or in part, without the written consent of the Authority.

**25. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in Virginia:**

- (a) If organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor shall be authorized to transact business in the Commonwealth as a

domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law.

- (b) If organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code, Contractor must provide Authority the identification number issued to it by the State Corporation Commission. If not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law, Contractor shall provide Authority a statement describing why Contractor is not required to be so authorized.
  - (c) Any business entity described in subsection (1) shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
26. **Debarment Status:** By entering into the Contract, Contractor certifies that it is not currently debarred from doing business with or in the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from doing business in the Commonwealth of Virginia.
27. **Anti-Trust:** By entering into the Contract, Contractor conveys, sells, assigns, and transfers to the Authority all rights, title and interest in and to all causes of the action it may now have to hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services acquired by the Authority under the Contract.
28. **Airport Security Requirements:** Contractor 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. Contractor may need access to these secure areas to complete the work required by this Agreement.

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

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

- 29. Immigration Reform and Control Act of 1986:** By submitting a Proposal, Offeror certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**EXHIBIT C1**  
**NORFOLK AIRPORT AUTHORITY**  
**SERVICE PROVIDER AGREEMENT**  
**CONTRACT #XXXXXXXXYZ**

THIS SERVICE PROVIDER AGREEMENT #XXXXXXXXYZ (“AGREEMENT”) is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between the **NORFOLK AIRPORT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Authority") located at 2200 Norview Avenue, Norfolk, Virginia 23518, and \_\_\_\_\_, a [insert type of business], authorized to transact and conduct business in the Commonwealth of Virginia and having a business address of \_\_\_\_\_, FEI No. \_\_\_\_\_ ("Underwriter") (the Authority and Underwriter are referred to throughout this Agreement as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Authority is seeking certain products and/or services to serve the Norfolk International Airport (“Airport” or “ORF”) more fully described in this Agreement; and

**WHEREAS**, the Authority has conducted a competitive selection process under the Virginia Public Procurement Act, Ch. 43, Virginia Code, to obtain the products and/or services described hereinafter, and has selected Underwriter to provide those services; and

**WHEREAS**, Underwriter has submitted a proposal in response to the Authority’s request seeking to provide those products and/or services and represents that it has expertise in the type of products and/or services required.

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

**ARTICLE 1 - RECITALS**

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. Underwriter will provide all services necessary to meet the requirements of the Authority for the Project, as described in Exhibit “A” attached to this Agreement and incorporated herein, and as assigned by the Authority during the term of this Agreement. These services will include serving as the Authority's primary Underwriter for all tasks described in Exhibit “A”.

2.2. Underwriter has represented to the Authority that it has expertise in the type of services that will be required by the Scope of Services listed in Exhibit "A". Underwriter agrees that all services provided by Underwriter under this Agreement are subject to the Authority's review and approval and will be performed according to the normal and customary standards of practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Underwriter becomes aware of any conflicts in these requirements, Underwriter will notify the Authority of such conflict in writing and utilize its best judgment to resolve the conflict.

### **ARTICLE 3 - TERM OF AGREEMENT**

3.1 The term of this Agreement commences on the date first written above and continues for a term of one (1) year from that date (the "Expiration Date"), or the date Underwriter completes, and the 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. The Authority will have the option to extend the initial term of this Agreement for up to five (5) additional years in one (1) year increments from the Expiration Date of the initial term or any extended term. Each extension is subject to successful negotiation by the Parties of a scope of work and compensation schedule for the extended term.

3.3. To exercise its option to extend the initial term, or any extended term of this Agreement, the Authority must give Underwriter 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 – UNDERWRITER'S RESPONSIBILITIES**

Underwriter will:

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

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

4.3. Employ and designate a qualified licensed individual to serve as Underwriter's project manager ("Project Manager"). Underwriter must designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Underwriter's

Project Manager designation must be executed by the proper officers of Underwriter, and will acknowledge that the Project Manager will have full authority to bind and obligate Underwriter 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 Underwriter with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as Underwriter's Project Manager will be subject to the prior approval and acceptance of the Authority. Underwriter further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of the Authority.

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

4.5 Agree to be responsible for the 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 to the Authority. Underwriter will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials.

4.6 Agree that neither review, approval, nor acceptance by the Authority of any data, studies, reports, memoranda, and incidental services, work or materials furnished hereunder by Underwriter will in any way relieve Underwriter of responsibility for the adequacy, completeness and accuracy of its services and the quality of Underwriter's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of Underwriter'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 the Authority, and needed for project implementation, maintain for the duration of this Agreement a local office at ORF staffed by Underwriter's Project Manager.

#### **ARTICLE 5 - ADDITIONAL SERVICES OF UNDERWRITER**

Additional Services refer to services requested by the Authority that are not specifically set out in the Scope of Services as listed in Exhibit "A".

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, the Authority's



schedule or; 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, or documents, or that are due to any causes beyond Underwriter's control and fault.

5.3. Furnishing services of independent associates and Underwriters for services other than those to be provided by Underwriter under this Agreement.

5.4. Services during out-of-town travel required of Underwriter by the Authority, other than visits to any Project site or Authority's offices.

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

5.6. Additional services rendered by Underwriter in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted information technology practices.

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 services requested under this Agreement and must be provided and performed according to the terms of this Agreement and any amendment to this Agreement. Any amendment will describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period or performance schedule for completion of the additional services.

***ARTICLE 6 – DELETED***

***ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES***

The Authority will:

7.1. Designate in writing a project manager to act as the 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, President/Chief Executive Officer, or other authorized designee(s) will have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Underwriter'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. For the purpose of this Agreement, Task Authorization forms will be official correspondence to Underwriter for the purpose of ordering reports for employees as outlined in Exhibit "A." The Authority Project Manager will have authority to transmit instructions, receive information, and interpret and define the Authority's policies and decisions with respect to Underwriter's services under this Agreement. The Authority Project Manager will review and make appropriate recommendations on all requests for payment for services submitted by Underwriter.

7.2. Provide all criteria and information requested by Underwriter as to the 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 Underwriter, make available to Underwriter all available information in the Authority's possession pertinent to any Contract Amendment or Task Authorization, including, specifications, , product literature, previous reports and any other data concerning a project.

7.4. Notify Underwriter of any defects or deficiencies in services rendered by Underwriter.

7.5. The Authority Project Manager is not authorized to, and will not, issue any verbal orders or instructions to Underwriter 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 Underwriter hereunder; (2) the time Underwriter is obligated to commence and complete all such services; or (3) the compensation the Authority is obligated or committed to pay Underwriter.

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

8.1. Underwriter will not commence work under this Agreement until it receives a fully-executed copy of this Agreement and a written notice to proceed or the equivalent from the Authority. Following the issuance of a notice to proceed and during the term of this Agreement, the Authority may assign specific tasks by Contract Amendment, Task Authorization or similar document, to be signed by both Parties. Each Contract Amendment, Task Authorization or similar document 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 or the equivalent.

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

8.4. If Underwriter is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Underwriter, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of the Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Underwriter 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 Underwriter may have had to request a time extension.

8.5. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Underwriter's services from any cause whatsoever, including those for which the Authority may be responsible in whole or in part, will relieve Underwriter of its duty to perform services or give rise to any right to damages or additional compensation from the Authority. Underwriter's sole remedy against the Authority will be the right to seek an extension of time to its schedule. This paragraph will expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Underwriter, 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 assigned by both Parties, Underwriter'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 Underwriter after expiration of said twenty-four (24) month period.

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

#### **ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT**

9.1. The Authority will pay Underwriter for all authorized services provided by Underwriter under this Agreement as prescribed in Exhibit "A", which is attached hereto and incorporated by reference, and as set forth in this Agreement or any individual Task Authorizations executed by the Parties. Underwriter will be compensated over the course of Underwriter's services for Work in Progress, based on a monthly statement of services, as follows:

a. **Lump Sum** -To the extent used by the Parties, and upon the Authority's acceptance of Underwriter's work, and if agreed to by the Parties, the Authority will pay Underwriter 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-Underwriter(s), out-of-pocket expenses and costs, 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 Underwriter as may be required and/or necessary to complete each and every task set forth in the Scope of 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.

b. **Monthly Statements** – If a Lump Sum compensation arrangement is not used, Underwriter may submit an invoice to the Authority’s Human Resource Division each calendar month covering services rendered and completed during the preceding calendar month. Underwriter’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.

c. **Non-Personnel Reimbursable Expenses** – If authorized, the Authority will further compensate Underwriter for non-personnel reimbursable expenses and costs as set out in Exhibit “B-1”, attached and incorporated by reference.

d. **Not-To-Exceed Fee(s)** - When all, or any portion, of Underwriter'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:

- i. For the actual hours necessary, required and expended by Underwriter's and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit "A" to this Agreement; and
- ii. 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 "A"; and
- iii. With the understanding and agreement that the Authority will pay Underwriter for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to Underwriter 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
- iv. With the understanding and agreement that Underwriter'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
- v. With the understanding and agreement that when Underwriter'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 Underwriter to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Underwriter and Sub-Underwriter 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).

e. **Authorization to Commit Funds** - All Tasks outlined in the Agreement are contingent upon execution of a Contract Amendment or Task Authorization Form. The Authority’s approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or other funds for any service listed in this Agreement. Only by execution of a

Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Underwriter and the Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both Parties. Tasks may be authorized in whole or in part.

9.2. The Authority will issue payment to Underwriter within thirty (30) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. If the Authority objects or takes exception to the amount of any Underwriter invoice, the Authority will notify Underwriter in writing of such objection or exception within the thirty (30) day period. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority will withhold the disputed amount and make payment to Underwriter 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 Underwriter to follow the instructions set out above will result in an unavoidable delay in payment by the Authority.

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

9.5. If the Authority suspends Underwriter's services or work on all or part of the services required by this Agreement, the Authority will compensate Underwriter 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: (a) termination; (b) suspension in whole or in part; and/or (c) are modified by the subsequent issuance of Contract Amendment(s), Underwriter 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. Underwriter may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Underwriter 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 Underwriter 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 Underwriter 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 Underwriter, not to exceed the amount of the compensation for the work in dispute, until such time as Underwriter resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

#### **ARTICLE 12 - PUBLIC RECORDS**

Underwriter acknowledges that any information concerning its services may be exempt from disclosure under the Virginia Freedom of Information Act ("FOIA"). All information relating to the security systems for any property owned by or leased to the Authority and all information relating to the security systems for any privately-owned or leased property which is in the Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Underwriter 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 Underwriter'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 Underwriter hereunder. Underwriter will require all of its employees, agents, or Sub-Underwriters to comply with the provisions of this Article.

#### **ARTICLE 13 – UNDERWRITER'S PUBLIC RECORDS OBLIGATIONS**

Underwriter specifically acknowledges its obligation to comply with Virginia law regarding public records, and will:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

(2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under FOIA or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

#### **ARTICLE 14 - 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 Underwriter under this Agreement must be delivered to and become the property of the Authority. Underwriter may retain copies thereof for files and internal use.

#### **ARTICLE 15 - MAINTENANCE OF RECORDS**

Underwriter will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Underwriter 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. Authority, the FAA, the Comptroller General of the United States, the Virginia Department of Aviation, or any duly authorized agent or representative of any of them will have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period thereafter; provided, however, such activity will be conducted only during normal business hours.

#### **ARTICLE 16 - INDEMNIFICATION**

General Indemnification. To the fullest extent permitted by law, Underwriter shall defend, indemnify and hold the Authority and its Commissioners, officers, employees (collectively "Indemnitees") harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses or liabilities incurred by or asserted against the Authority or any of its Indemnitees arising from the performance of Underwriter's obligations under the Agreement and any and all fees, costs or penalties incurred by the Authority or any of its Indemnitees, to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise out of Underwriter's performance; provided that Underwriter shall not be required to indemnify the Authority or any of its Indemnitees for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of the Authority or any of its Indemnitees.

Intellectual Property Indemnification. Underwriter will defend, indemnify and hold the Authority, its Commissioners, officers and employees (collectively “Indemnitees”) harmless from and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys’ fees) suffered as a result of any claim, demand, action or suit made or raised against Authority of any of its Indemnitees, by reason of Underwriter’s infringement of any patent, trade secret, trademark, copyright or any other intellectual property right of any third party in relation to work delivered to Authority by Underwriter in connection with the Agreement. This commitment is conditioned upon Authority (i) providing Underwriter with prompt written notice of the claim, (ii) giving Underwriter sole control of the defense to the claim including settlement negotiations if any; and (iii) providing at Underwriter’s costs reasonable cooperation in the defense against the claim. Under this commitment, Underwriter will indemnify Authority (as well as its Commissioners, officers and employees) for the payment of (i) any damages awarded by any competent court by way of a final decision, (ii) any settlement indemnity agreed upon by Underwriter with Authority’s prior written approval which shall not be unreasonably withheld, and (iii) related costs of investigation and expertise as well as reasonable attorneys’ fees if any, to the exclusion of any other payment whatsoever. \

#### **ARTICLE 17 – SOVEREIGN IMMUNITY**

Underwriter acknowledges and agrees that the Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein will be interpreted as a waiver of the Authority’s rights, including the limitation of waiver of immunity under Virginia law, and the Authority expressly reserves those rights to the fullest extent allowed by law.

#### **ARTICLE 18 – INSURANCE**

During the term of this Agreement, Underwriter will provide, pay for, and maintain, with companies satisfactory to the Authority, the types of insurance described herein. Promptly after execution of this Agreement by both Parties, Underwriter 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, the Authority in no way warrants that the required minimum insurer rating is sufficient to protect Underwriter 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, Underwriter 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 the Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Underwriter's insurance coverages will be primary and non-contributory to any insurance or self-insurance program carried by the Authority and applicable to work under this Agreement and will include waiver of subrogation in favor of the 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 the Authority. During the term of this Agreement, Underwriter will provide, pay for, and maintain, with companies satisfactory to the Authority, the types of insurance described herein.

### 18.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by the Authority, Underwriter will procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.6, inclusive below. All liability insurance policies obtained by Underwriter to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name the Authority as an additional insured as to the services of Underwriter under this Agreement and will contain the severability of interests provisions.

### 18.2. COVERAGES

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:

18.2.1. Professional Liability Insurance - Underwriter will maintain liability insurance insuring its legal liability arising out of the performance of services under this Agreement. Such insurance will have limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. Underwriter must continue this coverage for a period of not less than five (5) years after completion of its services to the Authority. Underwriter will promptly submit a Certificate of Insurance providing for an unqualified written notice to the Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the liability insurance is written on a claims-made basis, Underwriter 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 all services required by this Agreement are completed.

18.2.2. Commercial General Liability Insurance - Underwriter will maintain commercial general liability insurance. Coverage will include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Underwriters, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. If Underwriter 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 the Authority. Limits of coverage will not be less than the following:

Each Occurrence Personal and Advertising Injury	\$ 1,000,000
Products - Completed Operations Aggregate	\$2,000,000
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.

[Add automobile insurance requirements here if project requires driving on airport property]

18.2.3. Worker's Compensation and Employers Liability Insurance will be maintained by Underwriter 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. The amount of such insurance will not be less than:

Worker's Compensation	Virginia Statutory Requirements
Employer's Liability Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	Same As Above

18.2.4. Environmental Liability and/or Underwriters Pollution Liability Insurance and/or Errors and Omissions Liability Applicable to the Work Performed – Underwriter will maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following completion of all services under this Agreement. Such coverage will apply specifically to the services/scope of work outlined in this Agreement and will include, but not limited to, Pollution Legal Liability (legal liability arising out of fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

Per Claim or Occurrence	\$1,000,000 per 1 year period
General Aggregate per policy	\$2,000,000 per 1 year period

18.2.5. Crime Insurance/Fidelity Bond - Underwriter will maintain crime insurance

coverage, or at the discretion of the Authority, a Fidelity Bond, with limits equal to fifty percent (50%) of the Agreement value or \$50,000.00 whichever is greater. The bond or policy will include coverage for all directors, officers, agents, and employees of Underwriter. The bond or policy will include coverage for third party fidelity and name the Authority as Loss Payee. The bond or policy will include coverage for extended theft and mysterious disappearance. The bond or policy will not contain a condition requiring an arrest and conviction. Policies will be endorsed to provide coverage for computer crime/fraud.

18.2.6. Underwriter must provide evidence of the required insurance coverage using Authority's Certificate of Insurance attached as Exhibit "B", or similar form acceptable to the Authority, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Underwriter's insurance representatives and must be submitted for the 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 the Authority, on a timely basis, if requested by the Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested, must be furnished to the Authority at least thirty (30) days prior to the date of expiration.

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

#### **ARTICLE 19 - SERVICES BY UNDERWRITER'S OWN STAFF**

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

19.2. With the Authority's prior written approval, Underwriter may be authorized to subcontract for certain services, subject to the Authority's rights under Article 5 above.

#### **ARTICLE 20 - WAIVER OF CLAIMS**

Underwriter's acceptance of final payment will constitute a full waiver of all claims, except for insurance company subrogation claims, by it against the Authority for services rendered under this Agreement, except those previously made in writing and identified by Underwriter as unsettled

at the time of the final payment. Neither the acceptance of Underwriter's services nor payment by the Authority will be deemed to be a waiver of any of the Authority's rights against Underwriter.

#### **ARTICLE 21 - AIRPORT SECURITY REQUIREMENTS**

Underwriter 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. Underwriter may need access to these secure areas to complete the work required by this Agreement.

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

Underwriter 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, Sub-Underwriter, or invitee of the Underwriter, Underwriter will notify the Airport Police Department that the Underwriter's access authorization or that of any of Underwriter's agents, employees, Sub-Underwriters, or invitees has changed. Underwriter will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport 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, Sub-Underwriter, or invitee of Underwriter, Underwriter will surrender any Airport Security Identification Badge held by Underwriter or by Underwriter's agents, employees, Sub-Underwriters, or invitees. If Underwriter fails to surrender these items within five (5) days, Underwriter will be assessed a fee of One Hundred Dollars (\$100) per identification badge not returned. This fee will be billed to the Underwriter or deducted from any money owing to Underwriter, at the Authority's discretion.

#### **ARTICLE 22 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

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

**ARTICLE 23 – PROVIDER AN INDEPENDENT UNDERWRITER**

Underwriter is an independent Underwriter 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 Underwriter between the Authority and Underwriter, its employees, agents, Sub-Underwriters or assigns, during or after the performance of this Agreement.

**ARTICLE 24 - TERMINATION OR SUSPENSION**

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

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

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

24.4. Upon termination, Underwriter will deliver to the Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

24.5. The Authority will have the power to suspend all or any portions of the services to be provided by Underwriter hereunder upon giving Underwriter two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Underwriter's sole and exclusive remedy will be an extension of time to its schedule.

**ARTICLE 25 - NOTICES AND ADDRESS OF RECORD**

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:

Norfolk Airport Authority  
President/CEO  
2200 Norview Avenue  
Norfolk, VA 23518

Underwriter:

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

***ARTICLE 26 - 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 Underwriter.

Services performed by Underwriter under the Agreement are solely for the benefit of the Authority. This Agreement will not be construed to create any contractual relationship between Underwriter 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 Underwriter and the Authority the right to observe work being performed by those third Parties, will not give rise to any duty or responsibility on the part of Underwriter in favor of such third Parties.

***ARTICLE 27 - MISCELLANEOUS***

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

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

27.3 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.

27.4 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.

27.5 This Agreement, including any Addenda and referenced Exhibits and Attachments, constitutes the entire agreement between the Parties and will supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters outlined in this Agreement, and any such prior agreements or understanding will have no force or effect whatsoever on this Agreement.

***ARTICLE 28 - APPLICABLE LAW***

This Agreement is governed by the laws of the Commonwealth of Virginia. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement may only be brought in the state or federal courts located in the City of Norfolk, Virginia. The prevailing party in any such suit or action will be entitled to recover from the other party their reasonable attorneys' fees and court costs, including any appeals.

***ARTICLE 29 - E-VERIFY***

To the extent required by § 2.2-4308.2, Va. Code, Underwriter 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. Underwriter further agrees (if required by law) to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement, and to use the E-Verify Program to confirm the employment eligibility of:

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

All persons, including Sub-Underwriters, assigned by the Underwriter to perform work or provide services under the Agreement.

To the extent required by Virginia law, Underwriter further agrees:

- it will require each Sub-Underwriter 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 Sub-Underwriter during the term of this Agreement; and
- to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subconsultants and Sub-Underwriters 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. However, this will only apply if Underwriter is subject to the E-Verify program § 2.2-4308.2, Va. Code but fails to comply with the applicable statutory requirements.

### **ARTICLE 30 - COVENANTS AGAINST DISCRIMINATION**

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

30.1 Compliance with Regulations. Underwriter 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.

30.2 FAA Nondiscrimination Clause. Underwriter will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Underwriter 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 Underwriter 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 the Authority deems appropriate. Every contract that Underwriter enters with Sub-Underwriter for services under this Agreement must contain this clause.

30.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Underwriter for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Sub-Underwriter or supplier will be notified by Underwriter of Underwriter's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

30.5 Sanctions for Noncompliance. In the event of Underwriter's noncompliance with the nondiscrimination provisions of this Agreement, the 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 Underwriter under the Agreement until Underwriter complies; and/or



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

30.6 DBE Policy. It is the policy of the Department of Transportation 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. Underwriter 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, Underwriter 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.

30.7 Prompt Payment Requirements. The 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 FAA financial assistance:

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

30.8 Incorporation of Provisions. Underwriter 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. Underwriter will take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Underwriter becomes involved in, or is threatened with, litigation with a Sub-Underwriter or supplier as a result of such direction, Underwriter may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, Underwriter may request the United States to enter into such litigation to protect the interests of the United States.

### **ARTICLE 31 - 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, and as said Regulations may be amended, the Underwriter 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 Sub-Underwriters, including procurements of materials and leases of

equipment.

Underwriter 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 32 - GENERAL CIVIL RIGHTS CLAUSE**

Underwriter 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 Underwriter and Sub-Underwriters 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.

Additional provisions required by the FAA that may be applicable to this Agreement are attached as Exhibit \_\_\_\_.

**ARTICLE 33 - 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.

**ARTICLE 34 - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by attachment of an Adobe Portable Document Format (“PDF”) file to e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by attachment of a PDF file to e-mail shall be deemed their original signatures for all purposes.

**ARTICLE 35 - SUBORDINATION TO STATE OR FEDERAL AGREEMENTS**

This Agreement is subordinate to the provisions and requirements of any existing or future agreement between the Authority and the United States or the Authority and the Commonwealth of Virginia, relative to the development, operation or maintenance of the Airport.

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

AUTHORITY:

NORFOLK AIRPORT AUTHORITY

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF UNDERWRITER]:

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

Name: \_\_\_\_\_

## **EXHIBIT D**

### **FAA REQUIRED CONTRACT PROVISIONS – NON-AIP CONTRACTS**

#### **1. Civil Rights – General.**

A. In all its activities within the scope of the Contract, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person will, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

B. This provision obligates the Contractor from the bid/proposal solicitation period through the completion of the project or contracted services. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **2. Title VI Solicitation Notice.**

The Norfolk Airport Authority (“Authority”), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this procurement will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)]; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **4. Compliance with Nondiscrimination Requirements.**

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

**A. Compliance with Regulations.** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**B. Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and Contracts of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**C. Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the

Contractor for work to be performed under a subcontract, including procurements of materials, or Contracts of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

**EXHIBIT E**

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA  
(Submit with RFP/IFB)**

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal for goods or services is accepted by NAA the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A.  Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is \_\_\_\_\_.
- B.  Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is \_\_\_\_\_.
- C.  Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
- D.  Bidder/offeror currently have a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (NAA reserves the right to determine in its sole discretion whether to allow such waiver)

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**RETURN THIS PAGE WITH COPIES OF DOCUMENTATION**

**EXHIBIT F**  
**EXCEPTION PAGE**  
**(Submit with RFP/IFB)**

**EXCEPTIONS:**

Provider must sign the appropriate statement below, as applicable:

( ) Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

( ) Provider takes exception to terms, conditions, requirements, or specifications stated herein

(Provider must itemize all exceptions below, and return with their bid/response):

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

**Bid/Proposal Results**





**EXHIBIT H**

**Vendor Data**

**Sheet**

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

- 1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
- 2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

- 3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months

- 4. Vendor Information: eVA Vendor ID or DUNS Number: \_\_\_\_\_

- 5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
( ) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
( ) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
( ) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
( ) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit I W-9

Form **W-9**

Request for Taxpayer

Identification Number and Certification

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

(Rev. March 2024)

Department of the Treasury

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

Internal Revenue Service

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

Form fields 1-7 including tax classification boxes (Individual, C corp, S corp, Partnership, Trust/estate, LLC, Other) and exemptions section.

Part I Taxpayer Identification Number (TIN)

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

Social security number input grid

Employer identification number input grid

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>
-------------	---------------------------------	-------------

**Sign****General Instructions**

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

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

**What's New**

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

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

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

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filledout form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if

you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name. **Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.
- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

**Line 3a**

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

**Line 3b**

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

**Line 4 Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581. 12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. **Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code. A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities. C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed. **Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust
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<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) \* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

### Protect yourself from suspicious emails or phishing schemes.

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

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts. If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to

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