

NORFOLK AIRPORT AUTHORITY

**REQUEST FOR
QUALIFICATIONS/PROPOSAL**

On-Demand Airport Taxi Dispatch Management System

May 24, 2019

Table of Contents

REQUEST FOR QUALIFICATIONS/PROPOSAL On-Demand Airport Taxi Dispatch Management System

	Page #
I. Request for Qualifications and Proposal	
Introduction.....	3
Scope of Services.....	3
II. General Proposal Requirements	
A. Proposal Response.....	5
B. Copies.....	5
C. Proposal Format.....	5
III. Specific Proposal Requirements	
A. Statement of Qualifications.....	6
B. Description.....	6
C. Timetable.....	6
D. Foreseeable Problems.....	6
E. Lead Representative.....	6
F. References.....	6
G. Schedule.....	7
H. Fees.....	7
I. Conflicts.....	7
J. Primary Contact.....	7
K. Location	7
L. ACDBE Goal	7
IV. Selection Process	
A. Selection of One.....	7
B. Interviews.....	7
C. Investigation	7
D. Right to Reject.....	8

V.	Evaluation and Award Criteria	
	A. Evaluation of Proposals.....	8
	B. Award of Concession Agreement.....	8
VI.	Proposal Schedule.....	9
VII.	General Terms and Conditions	
	A. Applicable Laws and Courts	9
	B. Anti-Discrimination	9
	C. Ethics in Public Contracting	10
	D. Immigration Reform and Control Act of 1986.....	10
	E. Assignment of Contract	10
	F. Late Proposals	10
	G. Offeror Understanding of Requirements	10
	H. Offer Acceptance Period	11
	I. Conflict of Interest	11
	J. Subcontracts	11
	K. Costs	11
	L. Unauthorized Contact	11
	M. Offeror’s Staffing	11
	N. Insurance Requirements	11
VII.	A. Required Federal Contract Provisions	13
APPENDIX A		
	Description of Norfolk Airport Existing Taxi System	16

NORFOLK AIRPORT AUTHORITY
NORFOLK INTERNATIONAL AIRPORT
REQUEST FOR QUALIFICATIONS/PROPOSAL
ON-DEMAND AIRPORT TAXI DISPATCH MANAGEMENT
SYSTEM

I. REQUEST FOR QUALIFICATIONS (RFO)/PROPOSAL

A. Introduction

The Norfolk Airport Authority (hereinafter referred to as “Authority”), acting by and through its Executive Director, will accept qualifications/proposals (hereinafter referred to as “Proposal”) from taxi dispatch firms (hereinafter referred to as “Offeror” or “Offerors”) to provide facilities and managerial services as required by the Authority to Norfolk International Airport (the “Airport”) to manage the flow of taxis to the Airport’s taxi holding lot; dispatching taxis to airport curb pickup area; interactions with customers desiring airport taxi services; and provide monthly reports on time of dispatch and number of taxis dispatched as directed by the Authority.

Currently the Airport dispatches on-demand taxis using its own personnel and facilities which are described in Appendix A. The Authority wishes to contract with a third party to manage the flow of taxis to the airport holding lot, the flow of taxis from the holding lot to the Airport taxi curb pick up spaces, and be available in person or electronically to answer customer questions about Airport’s taxi services.

The Airport wishes to avoid, if at all possible, charging a taxi pick-up fee for passengers using the on-demand taxi service. The Offeror shall, to the maximum extent possible, charge individual taxi drivers no more than they are currently (or scheduled to be) paying the airport for these taxi dispatch management services described in Appendix A. The previously announced taxi driver rate increase scheduled to take effect July 1, 2019 will remain.

B. Scope of Services

Basic services to be provided by the selected Offeror directly or through approved subcontractors and vendors include, but may not be limited to, the following description of the desired taxi system dispatch system:

The transfer of Airport provided taxi dispatch to third party dispatch is proposed to be accomplished through a two-phased approach. The first phase would be to turnover current dispatching activities and management to an existing third-party taxi dispatching company that has the capability of viewing the number of taxis in the airport holding lot and capability to add up to fifty taxis to the airport taxi on-demand system when demand is warranted.

In this first phase, existing taxi agencies that have been part of the on-demand airport taxi system for at least 7 of the last 12 months would be grandfathered into

the system for a period up to three years. During this initial phase, the grandfathered taxi agencies should not be required to purchase expensive new equipment or pay additional per month taxi fees other than those currently approved and planned by the Airport.

During this initial phase, the successful taxi dispatch company would be expected to develop a system of viewing all taxis serving the on-demand taxi line at the airport – and their physical location. When on Airport property, this system should include cameras as well as electronic means of identifying the specific location and position of these vehicles in the airport taxi holding lot line and taxi passenger pick up curb.

In the case of non-vendor vehicles, identification through a taxi app, for example, would be sufficient for the taxi dispatch company dispatcher or software system to know how many vehicles were at the airport holding lot and passenger pickup curb, and to dispatch additional vehicles from their vendor fleet if necessary.

It is anticipated that airport customers, wanting the services of an on-demand taxi at the curb, would take the first taxi in line at the airport. If an alternative or information were desired, airport customers must be able to communicate with the taxi line dispatcher through a kiosk at the taxi dispatch booth which would have both video and voice communication capabilities. Taxi passengers should also be able to use this kiosk to estimate or obtain an exact cost of a taxi trip to their destination.

Cameras should provide the remote taxi dispatcher vendor with views of the airport on-demand taxi pickup curb, airport taxi holding lot, and be able to pan or zoom into any activity going on near the taxi starting area or taxi holding lot. This remote dispatcher should also be able to contact airport security personnel quickly should the need arise.

The monthly fees paid by the airport taxis may be considered revenue to the taxi dispatching vendor. The airport would still require drivers to obtain an airport taxi permit, which is currently set at \$20 for the driver background check. These fees would remain with the airport.

During this first year, the taxi dispatch vendor company would be manually or electronically dispatching taxis at the airport. The current airport call-up system to bring additional taxis to the airport curb could be done remotely by a human dispatcher, or the taxi dispatch vendor company may want to employ electronic devices that signal the holding lot for an additional cab as one moves off a reserved taxi space at the curb.

During the second year (Phase 2), or sooner by approval of the Authority, the taxi dispatch vendor company would be required to begin building a virtual airport taxi queue by requiring its company vehicles to “post up”, indicating they wanted to go to or remain at the airport. The anticipated computerized dispatching

technology would then place these drivers wanting to pick up at the airport, into a queue as to who was next permitted to get into the airport taxi lot and would call queued taxis as they were to be needed at the airport. Grandfathered non-vendor company drivers could enter as often as they desired and be part of the normal rotation to the curb as they are now.

By the third year, but no sooner than 24 months, the taxi dispatch company would be expected to fully operationalize a virtual airport taxi queue by adding grandfathered drivers and their vehicles into the airport virtual queue system. The cost of additional equipment necessary to do this should be kept minimal and make maximum use of smartphone technology if possible. Grandfathered drivers would still be able to enter into the airport queue, or choose to wait at the airport as they do now, but would be part of the queuing system and given a place in the queue by the airport taxi dispatch company.

II. **GENERAL PROPOSAL REQUIREMENTS**

- A. **Proposal Response**: In order to be considered for selection, Offerors must submit a complete response to this RFQ for receipt not later than 2:00 p.m. (Local Time) on July 25, 2019.
- B. **Copies**: One (1) original and four (4) copies, along with a pdf copy of each Proposal must be submitted to the office of the Authority at the following address:

Steve Sterling, C.M.
Deputy Executive Director
Norfolk Airport Authority
Norfolk International Airport
2200 Norview Avenue
Norfolk, VA 23518-5807

C. **Proposal Format**

- 1. The original and each copy of the Proposal should include a complete description of how the Offeror plans to accomplish the scope of services outlined previously along with additional required information and should be bound in a single volume. Offeror may propose an alternative solution that meets the Authority's intentions described in this RFQ.
- 2. Proposal shall be signed by an authorized representative of the Offeror. All information requested in this Proposal should be submitted. Failure to submit all information requested may result in rejection of the Proposal.
- 3. Proposal should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirements of the

scope of services. Emphasis should be on completeness and clarity and brevity of content. Offerors are not expected to expend resources developing story boards, creative copy and similar materials. Do not submit an extensive array of promotional brochures and marketing information.

4. Ownership of all data, materials and documentation submitted with the Qualifications/Proposal to the Authority shall belong exclusively to the Authority and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act.
5. Proposals should be organized in the order in which the requirements are presented in this Proposal. All pages of the Proposal should be numbered. Information which the Offeror desires to present that does not fall within any of the requirements of the Proposal should be attached at the end of the proposal and designated as additional material.

III. **SPECIFIC PROPOSAL REQUIREMENTS**

Offerors are required to provide the following information in their Proposals:

- A. **A Statement of Qualification.** The Statement of Qualification section shall include a comprehensive identification of the Offeror's qualifications, experience, and capacity to perform each area of the Scope of Services and expertise in the development and implementation of an airport taxi dispatch system. The Offeror must support its ability to be responsible for all facets of the Request for Proposals, including professional background and experience of key personnel in the Scope of Services.
- B. **A complete description** of how Offeror would perform the requested scope of services - identifying technologies, software, and personnel to be utilized in the performance of the services described in the two phased approach to the transfer of taxi dispatch from Airport to Offeror.
- C. **A time table** for performing the actions enumerated in service description
- D. **Any problems** or issues you see in implementing the scope of services as described in this request for qualifications and proposal.
- E. **Lead Representative.** Identification of the individual who will play the lead role in all negotiations with the Authority and the individual(s) who shall be your lead representative(s) at meetings of the Authority's ground transportation team. Include brief resumes for the core project team (2-page limit).
- F. **References.** List three (3) clients who would provide references for Offeror as a taxi dispatch company, with phone numbers, email and mailing addresses for each of such reference. Additional references from other clients, commercial

service airports in particular, where comparable services have been provided may be included.

- G. **Schedule.** Estimate the time required to prepare the first phase of the transfer of Airport's taxi dispatch system to their operation. Provide an estimated schedule for any subsequent phases.
- H. **Fees.** Enumerate, if any, services fees associated with the Scope of Services. Indicate clearly whether Offeror is prepared to offer such Services on existing fees paid by taxi drivers wishing to be participate in the current Airport on-demand taxi system. If collecting revenue from patrons, indicate if offeror proposed to pay commission fees to the Authority.
- I. **Conflicts.** Disclose any potential conflicts that may arise due to Offeror's representation of other entities.
- J. **Contact.** The name and contact information of the individual who would be the Authority's primary contact for coordination of services if the Offeror firm is selected.
- K. **Location.** Location of office from which the majority of the work would be performed.
- L. **ACDBE Goal.** The Authority has set an ACDBE Goal of 7.3% for the concession portion of this opportunity. If Offeror intends to collect revenues from patrons, Offeror shall provide a plan on how they will meet this goal.

IV. **SELECTION PROCESS**

- A. The Authority intends to select one taxi dispatch vendor, but reserves the right to accept none of the Proposals, to negotiate for modification of the Proposal with the Selected Offeror, 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 Offeror is selected for contractual negotiations, the Selected Offeror may be required to prepare and submit additional information prior to final contract execution.
- B. The Authority may elect to conduct interviews with Offerors. Offerors should be prepared to respond to questions related specifically to their Proposals and other pertinent matters contained within the Proposal. 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 Offeror, 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 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 may also acquire and consider information obtained from the following

sources:

1. Other existing information available to the Authority, including financial data and records concerning Offeror's performance.
 2. Publications, including trade and financial journals or reports,
 3. Any past or outstanding legal issues the Offer may have had with cities or airports.
- D. Authority reserves the right to reject any Proposal if the evidence submitted by and investigations of such Offeror fail to satisfy the Authority that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

V. EVALUATION AND AWARD CRITERIA

- A. Evaluation of Proposals: Each Proposal will be evaluated for full compliance with the Proposal instructions and the mandatory terms and conditions set forth herein. The specifications within this Proposal represent the minimum performance necessary for response. The Authority will consider a number of factors in combination in evaluating the Proposals submitted. These factors will include the following and without any predetermined weight:
1. Established competence, experience and qualifications of Offeror personnel.
 2. Overall experience and performance of services similar to those referenced in this request for qualifications and proposal.
 3. Location of Offeror's office responsible for providing the required services.
 4. Offeror's proposed plan to provide the requested services.
 5. Offeror's proposed plan to meet ACDBE Goals.

The Authority reserves the right to consider any other evaluation criteria it deems appropriate to the review process. The relative importance of the evaluation criteria will be determined at the sole discretion of the Authority.

- B. Award of Concession Agreement: 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 concession agreement. The Authority shall 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 shall be conducted with the Offeror(s) so selected. The proposed 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 concession agreement in a form which shall be provided or agreed to by the Authority and shall incorporate by reference all the requirements, terms and conditions of the solicitation and the Selected Offeror's Proposal as negotiated.

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

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

VI. SCHEDULE

The timelines for this procurement are currently scheduled as follows:

May 24, 2019	Publicly Post Solicitation
June 6, 2019	Optional Pre-proposal meeting/Facility Tour 2 p.m.
June 11, 2019	Questions Due by 4:00pm Eastern Standard Time
June 21, 2019	Post Responses to Questions by 5:00 p.m.
July 25, 2019	Proposals Due by 2:00p.m. Eastern Standard Time
August 2019 (TBA)	Interviews (if required)

VII. GENERAL TERMS AND CONDITIONS

- A. 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 Norfolk, Virginia in the appropriate court having jurisdiction. The Offeror shall comply with all applicable federal, state and local laws, rules and regulations.
- B. Anti-Discrimination: Norfolk International Airport is committed to ensuring that no person is excluded from participation in or denied the benefits of airport services on the basis of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, as

amended. Additionally, 49 U.S.C. §47123 further prohibits recipients of US Department of Transportation financial assistance from engaging in discrimination based on sex and creed. By submitting a proposal, each Offeror certifies to the Authority that the Offeror will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Virginia Public Procurement Act.

- C. Ethics in Public Contracting: By submitting a proposal, each Offeror certifies that the proposal is made without collusion or fraud and that Offeror has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer 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.
- D. Immigration Reform and Control Act of 1986: By submitting a proposal, each 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.
- E. Assignment of Contract: A contract shall not be assignable by the Selected Offeror in whole or in part, without the written consent of the Authority. Without limitation, this restriction against assignment applies to the Selected Offeror's performance obligations under the contract and its right to payment under the contract. Any assignment in violation of this section shall be void and unenforceable as to the Authority.
- F. Late Proposals: To be considered for selection, proposals must be received by the Authority by the designated date and time. Proposals received after the date and time 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. It is the sole responsibility of the Offeror to insure that its proposal reaches the Authority by the designated date and time.
- G. Offeror Understanding of Requirements: It is the responsibility of each Offeror to clarify any requirements of this request for qualifications and proposals that are not understood. A pre-proposal meeting and facility tour will be held at 2:00 p.m. on June 6, 2019 in Conference Room A in the Departures Terminal at Norfolk International Airport. This meeting will provide interested Offerors the opportunity to ask questions and request clarification of this RFQ. The Authority will not be bound by oral explanations as to the meaning of specifications or language contained in this RFQ. All inquiries pertaining to this RFQ shall be directed to the Deputy Executive Director of Administration and Operations. Inquiries must be in writing and submitted to the Deputy Executive Director at sssterling@norfolkairport.com, no later than June 11, 2019 at 4:00 pm Eastern Standard Time. Answers will be posted on the Airport website. No inquiries should be made to any other appointed or elected officials associated with the Authority.

If it becomes necessary to revise any part of this RFQ, or if additional data or information is necessary to clarify any provision, an addendum will be posted on the Authority's website.

- H. Offer Acceptance Period: Any proposal submitted in response to this solicitation shall be valid for 90 days. At the end of 90 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 solicitation is canceled.
- I. Conflict of Interest: The Offeror represents to the Authority that it's entering into this agreement with the Authority does not entail any violation of the Virginia Conflict of Interest Act.
- J. Subcontracts: No portion of the work shall be subcontracted without prior written consent of the Authority. In the event that the Selected Offeror desires to subcontract some part of the work specified herein, the Selected Offeror shall furnish the Authority the names, qualifications and experience of the proposed subcontractors. The Selected Offeror shall, however, 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.
- K. Costs: Expenses for developing and submitting a Proposal are entirely the responsibility of the responding firms and shall not be chargeable to the Authority.
- L. Unauthorized Contact. Except the proposal meeting and written communications with the Executive Director or designee as specifically authorized herein, contact with any official or employee of the Authority, including any Commissioner, in connection with this RFQ 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.
- M. The Authority's award to the Selected Offeror is expressly conditioned on the required services being performed by the individuals identified in response to Section III.C of the RFQ. Therefore, the Selected Offeror may not change and/or substitute the individuals identified in response to Section III.C without the Authority's advance written consent.
- N. Insurance.
The selected Offer shall provide insurance coverage in accordance with the limits below. Offeror shall provide the Authority a Certificate of Insurance naming the Authority as an additional insured.

All insurance coverages will remain in force for at least one (1) year after the AUTHORITY has accepted the work or has made the final payment, whichever is later, and Certificates of Insurance will continue to be sent to the AUTHORITY to confirm the coverages are in place and are valid.

A Notice and Knowledge of Occurrence Endorsement will be included within the CGL contract along with the Per Project/Per Location Endorsement.

Commercial General Liability

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$100,000

Medical Expense Limit (Any One Person)	\$10,000
Retention or Deductible	None
Hold Harmless Agreement Existence Stated in CGL Contract	

Business Automobile

Liability	\$1,000,000
Medical Payments	\$5,000
Uninsured Motorist	\$1,000,000
Hired, Rented and Leased Autos	\$1,000,000
Non-Owned Autos	\$1,000,000
Retention or Deductible	None
Comprehensive Deductible	Contractor's Choice
Collision Deductible	Contractor's Choice

Workers' Compensation and Employers Liability

Workers' Compensation	Statutory Benefits
Employers Liability	\$500/\$500/\$500,000 or Amount Necessary for Excess Liability Underwriters
Retention or Deductible	None

Excess Third-Party Liability

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

Over and Above these Primary Placements:
Commercial General Liability
Business Auto Liability Including Hired and Non-Owned Auto Liability
Employers Liability

The insurance required will be included in the specific coverages and be written for not less than the limits of liability and coverages provided above or required by law, whichever is greater. The Commercial General Liability Insurance shall include Products and Completed Operations insurance on an Occurrence basis. All insurance listed within this Paragraph will contain a manuscript endorsement providing that the insurance coverage will not be cancelled or modified in any way without giving the AUTHORITY at least a 45-day written notice.

VIII. REQUIRED FEDERAL CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Offeror, for itself, its assignees, and successors in agrees as follows:

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

Non-discrimination: The Offeror, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Offeror will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Offeror for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Offeror of the Offeror's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

Sanctions for Noncompliance: In the event of an Offeror's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Offeror under the contract until the Offeror complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Offeror will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Offeror will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Offeror becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Offeror may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Offeror may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the Offeror, for itself, its assignees, and successors in interest (hereinafter referred to as the "Offeror") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and

Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Appendix A

Norfolk Airport Taxi On-Demand Walk Up System

Current Situation

There was an average of 71 taxicab drivers over the past twelve months, each paying airport fee of \$20.00 per month to have the non-exclusive privilege of providing on demand taxicab service at the airport. (This number has varied from month over the last 12 months– from 67 to 77 drivers, with September 2018 outside that range at 62.) The airport fee is scheduled to increase to \$30.00 per month, per driver effective 7/1/2019. On-demand service is defined as the ability to wait at the airport curb for passengers who desire taxicab service – no reservation required. For this monthly fee, drivers are provided a taxi holding lot, a small drivers' lounge with restroom facilities, curbside parking, and taxi dispatching service. There is also a \$20 airport identification permit fee per year paid by each airport taxi driver wishing to participate in the on-demand service line.

Taxi Flow

As pictured below, taxis wishing to serve the walk-up passenger demand proceed to the taxi holding lot to await their turn to proceed to the airport taxi pick-up curb. They are allocated 5 parking spaces in front of the taxi starter booth where an Airport employee starter assists passengers in getting into the first cab in line. From here, taxis depart to their passenger's destination. As more taxis are needed, the taxi starter alerts taxi drivers next in line, to come to the arrivals taxi pick-up curb. Travel time from the taxi holding lot is less than two minutes.

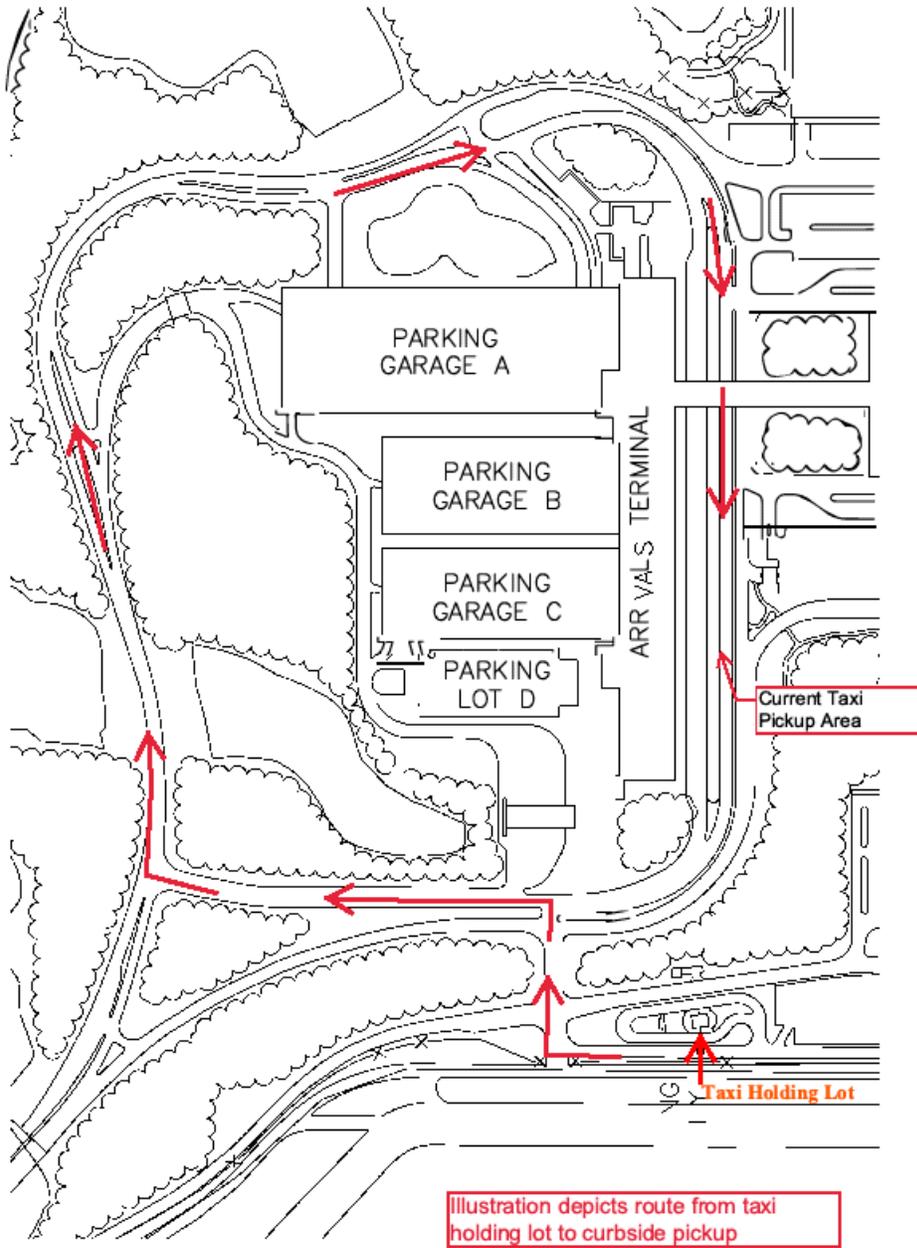


Illustration depicts route from taxi holding lot to curbside pickup

Norfolk Area Taxi Operations

Taxis Serving the Airport

Approximately three-fourths of the airport permitted drivers work with a taxi dispatch company through which their airport fees are paid and which also provides service calls to them. Most, but not all, of these drivers would be purchasing the monthly airport taxi permit through their dispatch

company primarily to be able to pick up at the airport when there was little other traffic or when the airport would be extremely busy and wait times short. In total, these taxis generated an average monthly fee payment to the airport of \$1,396 from July 2018 to May 2019 - a little more during some months and a little less during others.

A few of these drivers generally work the airport exclusively during times of greater airport demand. Approximately one-fourth of the drivers belong to small, independent cab companies which have little to no dispatch service so these drivers depend primarily on the airport, the beach, and a few hotels for their business. In summary, this suggests there are approximately 20 “core” airport taxi drivers that primarily work only the airport, with approximately 50 additional taxi drivers that fill in at the airport on a regular basis when needed.

Taxi Pickup Fares December 31, 2018 – January 27, 2019

Below is a table depicting the taxi pickup operations at Norfolk International Airport during the period of December 31, 2018 – January 27, 2019.

Date	Shift	Total Fares	Day	Day's Total
12/31/18	12-8 am	23	Monday	151
	8-4 pm	65		
	4-12 am	63		
1/1/19	12-8 am	26	Tuesday	199
	8-4 pm	63		
	4-12 am	110		
1/2/19	12-8 am	43	Wednesday	246
	8-4 pm	84		
	4-12 am	119		
1/3/19	12-8 am	24	Thursday	219
	8-4 pm	82		
	4-12 am	113		
1/4/19	12-8 am	36	Friday	171
	8-4 pm	48		
	4-12 am	87		
1/5/19	12-8 am	29	Saturday	203
	8-4 pm	58		
	4-12 am	116		

Date	Shift	Total Fares	Day	Day's Total
1/6/19	12-8 am	28	Sunday	235
	8-4 pm	68		
	4-12 am	139		
1/7/19	12-8 am	33	Monday	263
	8-4 pm	76		
	4-12 am	154		
1/8/19	12-8 am	33	Tuesday	240
	8-4 pm	70		
	4-12 am	137		
1/9/28	12-8 am	22	Wednesday	165
	8-4 pm	58		
	4-12 am	85		
1/10/19	12-8 am	13	Thursday	169
	8-4 pm	62		
	4-12 am	94		
1/11/19	12-8 am	31	Friday	208
	8-4 pm	82		
	4-12 am	95		
1/12/19	12-8 am	22	Saturday	151
	8-4 pm	38		
	4-12 am	91		
1/13/19	12-8 am	9	Sunday	161
	8-4 pm	52		
	4-12 am	100		
1/14/19	12-8 am	36	Monday	248
	8-4 pm	84		
	4-12 am	128		
1/15/19	12-8 am	15	Tuesday	188
	8-4 pm	81		
	4-12 am	92		
1/16/19	12-8 am	21	Wednesday	157
	8-4 pm	58		
	4-12 am	78		

Date	Shift	Total Fares	Day	Day's Total
1/17/19	12-8 am	10	Thursday	122
	8-4 pm	43		
	4-12 am	69		
1/18/19	12-8 am	16	Friday	161
	8-4 pm	62		
	4-12 am	83		
1/19/19	12-8 am	29	Saturday	133
	8-4 pm	35		
	4-12 am	69		
1/20/19	12-8 am	8	Sunday	173
	8-4 pm	72		
	4-12 am	93		
1/21/19	12-8 am	26	Monday	201
	8-4 pm	65		
	4-12 am	110		
1/22/19	12-8 am	23	Tuesday	181
	8-4 pm	68		
	4-12 am	90		
1/23/19	12-8 am	19	Wednesday	130
	8-4 pm	61		
	4-12 am	50		
1/24/19	12-8 am	16	Thursday	98
	8-4 pm	23		
	4-12 am	59		
1/25/19	12-8 am	23	Friday	114
	8-4 pm	34		
	4-12 am	57		
1/26/19	12-8 am	22	Saturday	84
	8-4 pm	21		
	4-12 am	41		
1/27/19	12-8 am	18	Sunday	127
	8-4 pm	46		
	4-12 am	63		

