



NORFOLK AIRPORT AUTHORITY

REQUEST FOR QUALIFICATIONS PROFESSIONAL ON-CALL AVIATION BUSINESS CONSULTANT SERVICES

ADDENDUM #1

April 18, 2024



**Request For Qualifications
Professional On-Call Aviation
Business Consultant Services
Submitted Questions with Responses**

1. If we are unable to secure an appropriate partner for the omnibus RFQ, can we submit a response for the Air Service Development role only?
NAA Response: Yes, however, we cannot guarantee it will be given full consideration. The Authority intends to consider the fully scoped team proposals first.
2. Can the airport provide interested parties the opportunity to express their interest in individual components of the RFQ so that they can potentially facilitate partnerships?
We suspect most prospective firms will require partnerships, but most are unfamiliar with other interested parties.
NAA Response: The Authority has provided the preproposal roster with contact information. The Authority does not intend to stand up a matchmaking type of platform.
3. Could you confirm that a registration and/or any license with the State of Virginia and/or the City of Norfolk for the right to perform work can be obtained after the proposal is accepted?
NAA Response: No. Proposer must be registered or at least have applied and are awaiting acceptance.
4. Could you confirm that there are no other required forms aside from the Proposal Form?
NAA Response: Correct.
5. Could you confirm that the proposer is not required to provide a Certificate of Insurance at time of submittal?
NAA Response: Confirmed. This will be required at the time the contract is signed.
6. Are there insurance amounts designated or are they negotiated after the prospective bidder is called in?
NAA Response: Insurance amounts are designated and attached.
7. Is there an estimated budget amount for this contract?
NAA Response: No. This is an on-call contract.
8. How will each section of the proposal be weighted in terms of budget allocation and selection process.
NAA Response: No budgets are assigned. As for the selection process, the Authority will determine the relative importance at its sole discretion.



9. Who currently serves as the incumbent or recent consultant for the DBE program requirement?

NAA Response: See Question #10.

10. Who are other incumbent or recent consultants in any of the other topics in question in this RFQ?

NAA Response: The following have recently or is currently providing services. All are considered in good standing:

Strategic General and Business Planning – None

Negotiation, Development, and/or Implementation of RFPs, RFQs, Leases and Development Agreements – DKMG Consulting LLC for Airline Use and Lease Agreement, Benzon Aviation Consulting for FBO RFP process.

Rental Car Concession and Consolidated Rental Car Facility

Air Service Development – AV8 (Buddy Anslinger)

Financial Compliance and Planning – DKMG Consulting LLC

Land Use Study (on and off airport land) – None

DBE/ACDBE/SWAM – Ken Weeden & Associates

Compliance with Various Aviation-Related Funding Sources – None

Executive recruiting and employee compensation study – ACS Firm

11. Could you confirm that rates and charges will be negotiated after submission and acceptance of the bidder's proposal?

NAA Response: Yes

12. Could you provide the most recent contract for Air Service Development.

NAA Response: Yes, see attached.

13. Could you provide a list of all certified DBE, WBE and MBE business doing business at ORF?

NAA Response: The Authority is currently in the process of transitioning platforms to allow automated creation of such a list. As this currently is a very manual process, we are unable to provide a complete list at this time. Aside from tracking vendors on the financial platform, DBE and ACDBE suppliers are included in the Authority's respective



annual reports to the FAA. In the most recent report, DBE vendors included TyE Bar LLC, Global Project Controls LLC, Jones Hauling LLC, Connico Inc. and Precision Measurements Inc. ON the ACDBE side, The Authority does business with Departure Media Inc., FDY Inc. and NIA Corp.

14. Please confirm if SWAM business are the same as MWDBE firms.

NAA Response: SWAM businesses are defined by the Virginia Department of Small Business and Supplier Diversity at this link: [SWaM Certification – The Department of Small Business and Supplier Diversity \(virginia.gov\)](#).

15. What is the recommended font size for the document?

NAA Response: 12

16. Please confirm that there is no required SWAM percentage.

NAA Response: The Authority is currently developing SWAM goal setting methodology and does not yet have a minimum percentage. Meanwhile, we anticipate a reasonable effort to include SWAM participation.

17. Please confirm that there is no page limitation for the resumes that are to be submitted with this proposal.

NAA Response: Correct.

18. We acknowledge that this contract scope includes assisting with the planning around DBE/ACDBE/SWAM goals, and the Authority has shown such strong support for business and workplace inclusivity. We'd like to ask if you would consider establishing a business diversity goal on this RFQ?

NAA Response: See Question #16.

19. The RFQ requests 3 references for work. Would you consider allowing and evaluating more than 3 references for this RFQ given the teaming-approach some are taking on this project?

NAA Response: Yes

20. Is there a list of airports you deem “direct competitors”?

NAA Response: Newport News/Williamsburg Airport (PHF), Richmond International Airport (RIC).

21. Could you please provide a list of consultants that have ended services within the last year and/or currently under contract and when their agreements are expected to end as it relates to the services in this RFQ?

NAA Response: See Question #10.



22. Does Norfolk Airport have a budget for this opportunity?
NAA Response: See Question #7.

Professional Liability

Professional Liability	\$1,000,000
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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
Hold Harmless Agreement Existence Stated in CGL Contract	

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

Auto Liability Insurance

Bodily Injury and Property Damage	\$1,000,000 CSL
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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORFOLK AIRPORT AUTHORITY
AND
AV8 AMERICAS, LLC**

THIS PROFESSIONAL SERVICES Agreement ("Agreement") entered into as of February 1, 2023, by and between Norfolk Airport Authority, a political subdivision of the Commonwealth of Virginia ("Client") and AV8 Americas, LLC, a Texas corporation ("Consultant").

RECITALS:

WHEREAS, Client has authority to contract and desires to engage Consultant to perform certain services in connection with the project as described in **Exhibit A** ("Project"), which is attached hereto and made part hereof.

WHEREAS, Consultant desires to be engaged to perform Services (as defined herein) in connection with Project.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Engagement and Services.** Consultant agrees to undertake and perform certain services and tasks as may be requested by Client in connection with the Project and as authorized by a written Task Authorization (collectively, "Services"). Task Authorizations issued under this Agreement shall be mutually agreed to by Client and Consultant and shall define the scope of the services associated with each assignment, the schedule for completion of the assignment, and a budget for each assignment and shall be in a form substantially similar to the form Task Authorization attached hereto as **Exhibit B**, unless otherwise agreed to by the parties. Each duly executed Task Authorization shall be subject to the terms and conditions of this Agreement, except as expressly modified in writing by the Task Authorization.

2. **Compensation.**

(a) Client shall pay Consultant for all services performed and out-of-pocket expenses incurred in accordance with monthly invoices to be submitted by Consultant. The amount due for Services shall be set forth in the Task Authorization at the rates set forth in **Exhibit C** ("Rates"). Each such invoice shall cover all services and expenses incurred during the preceding month. The Client shall pay Consultant's invoiced amounts within thirty (30) days of receipt of each invoice. At any time when any one invoice remains unpaid for more than sixty (60) days from the date of the invoice, Consultant, in its own discretion, and without causing a default, may cease performance of all services hereunder until such time as Client pays all outstanding invoices. Within five (5) business days of receipt of payment of said outstanding funds, Consultant shall resume performance of the services.

3. **Ownership.** All documents, data, plans, reports, and other materials prepared by Consultant exclusively in connection with the Services and delivered to Client pursuant to this Agreement (collectively, "Deliverables") shall become the property of the Client when Consultant has been fully compensated for services

performed. Notwithstanding the above, Client hereby grants to Consultant a perpetual non-exclusive and non-cancelable license to the Deliverables for Consultant's exclusive use provided such use does not violate the provisions of Article 10.

4. Client Data to be Furnished to Consultant. Client shall furnish to Consultant in a timely manner and without charge, all data, reports, records, plans, maps, and other information that are within Client's custody or control, pertaining to the Services under this Agreement. Client shall cooperate with and assist Consultant in obtaining all other information necessary to perform the Services.

5. Coordination between Client and Consultant. Continuing coordination and communications shall be maintained between Consultant and the Client to ensure the timeliness and applicability of Services activities and findings. To expedite such coordination and communications, Client shall designate a staff member as its representative to whom Consultant shall direct all correspondence, progress reports, requests for information or assistance, and other materials. Client shall provide information, assistance, and review comments on reports and other interim products as provided for in the Services under this Agreement and shall provide other necessary information and assistance in a timely manner so as to allow achievement of the Services and time of performance specified herein.

6. Personnel. Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the Services required under this Agreement. Any and all persons engaged by Consultant to perform the Services shall be considered the employees or subcontractors of Consultant and not of the Client. All of the services required hereunder shall be performed by Consultant and its subcontractors, if any, and all personnel engaged in such services shall be properly qualified and authorized under applicable State and local laws to perform such services.

Consultant, in its sole discretion, may subcontract all or a portion of the Services required to be performed hereunder. All subconsultants and contract employees retained by Consultant shall be deemed employees of Consultant for Fee Schedule purposes only.

7. Term and Termination. This Agreement shall commence on the date set forth above and shall continue on a month-to-month basis. Either party may terminate this Agreement with 30 days' notice or in the event of a Default pursuant to terms and conditions of this Article 7. A party will be in "Default" if it fails to fulfill its obligations under this Agreement for any reason or violates any covenant, agreement, or stipulation of this Agreement which remains uncured for a period of fifteen (15) days after the tendering of written notice of such Default by the non-defaulting party to the defaulting party.

Notwithstanding anything to the contrary contained herein, either party shall have the right to terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

Upon termination, Consultant shall cease performing all Services and the rights and obligations of the parties under this Agreement shall cease to be of effect except for Articles 8 and 10 hereof which shall survive termination of this Agreement. Upon termination, Client shall pay Consultant for all work performed through and including the date of termination pursuant to Article 2.

8. Indemnification and Liability.

(a) *Consultant.* Consultant hereby releases, holds harmless and indemnifies Client, its successors, assigns, officers, directors, partners, shareholders, agents and employees from all causes of actions, obligations, duties, damages, liabilities and claims of whatever nature, including but not limited to torts, to the extent such arise from Consultant's negligent acts or omissions or willful misconduct in its performance of any work or service on the Services.

(b) *Client.* Client hereby releases, holds harmless and indemnifies Consultant, its successors, assigns, officers, directors, partners, shareholders, agents and employees from all causes of actions, obligations, duties, damages, liabilities and claims of whatever nature, including but not limited to torts, to the extent such arise from Client's negligent acts or omissions or willful misconduct in its performance of any work or service not performed by Consultant and from Consultant's use of the data supplied to it by Client as referenced in Article 4.

(c) *Damages and Limitation of Liability.* Consultant shall not be liable to Client for any special, incidental, punitive, indirect or consequential damages arising out of or in connection with this Agreement. Any liability due from Consultant to Client arising directly or indirectly from this Agreement shall not exceed the amounts paid by Client to Consultant pursuant to this Agreement.

9. Insurance. Consultant agrees to obtain and maintain policies of general liability insurance and professional errors and omissions insurance and other insurance in the form and in the amounts set forth below:

(i) \$1,000,000 per occurrence; \$2,000,000 general aggregate for commercial general liability;

(ii) \$1,000,000 combined single limit for automobile liability;

(iii) \$1,000,000 each accident, for employers' liability and statutory limits for workers' compensation insurance;

(iv) \$1,000,000 each occurrence for umbrella or excess liability sitting over GL, Auto, and Employers Liability on the above-mentioned policies;

(v) Upon Client's request, Consultant will furnish Client original certificates of insurance evidencing the required coverage to be in force on the date of the effective date of this agreement.

10. Confidentiality. In the rendering of services hereunder, Client and Consultant, and their respective associates and employees may, acquire confidential information and data concerning the business and operations of, or belonging to, the other ("Disclosing Party Confidential Information"). Each of Client and Consultant agree to treat and maintain the Disclosing Party Confidential Information as their own confidential property and not to divulge it. If Client or Consultant is required by legal process to disclose Disclosing Party Confidential Information, such party will provide the disclosing party immediate notice so that the disclosing party shall have the opportunity to contest such process by any means available to it before the Disclosing Party Confidential Information are submitted to a court or other third party. However, neither Client nor Consultant shall be obligated to withhold such delivery beyond that time ordered by the court or administrative agency. Disclosing Party Confidential Information shall not include information that: (a) is or becomes generally available to the public other than as a result of disclosure thereof by the receiving party; (b) is or becomes available to the receiving party on a non-confidential

basis from a source which is not prohibited from disclosing such Disclosing Party Confidential Information to the receiving party by a legal, contractual or fiduciary obligation to the receiving party; or (c) receiving party can demonstrate is independently developed by receiving party without use, directly or indirectly, of any Disclosing Party Confidential Information

11. Notices. All notices, requests, demands, and other communications required or permitted pursuant to this Agreement shall be made in writing and shall be deemed tendered on the date personally delivered or when forwarded by overnight delivery, signature required, postage prepaid, or if personally delivered, shall be deemed given upon delivery, addressed to the parties at the address set forth below or to either party at such other addresses as such party may designate in a written notice to the other party.

TO CLIENT:

NORFOLK AIRPORT AUTHORITY

2200 Norview

Norfolk, VA, 25318

Attn: Charles Braden

Phone: 757-857-3491

TO CONSULTANT:

AV8 AMERICAS, LLC

7813 Amherst

Dallas, TX 75225

Attn: G. W. Anslinger

Phone: 214-662-0552

WITH A COPY TO:

Attn: _____

Phone: _____

or to such other person or address as either party may specify by notice given as provided herein to the other party.

12. Miscellaneous.

(a) *Amendment.* This Agreement may be amended only by written instrument executed by both parties or their respective successors or assigns. No restrictions, promises, warranties, covenants, or undertakings shall exist other than those expressly set forth herein.

(b) *Assignment.* Neither party may assign this Agreement, in whole, or in part, without the other party's express written consent. Consultant and the Client each bind itself and its assignees and successors in interest to the other party, and to the assignees and successors in interest of such other party, in respect to all covenants of this Agreement.

(c) *Third Party Rights.* This Agreement shall not create any right in or benefit to parties other than the Client and Consultant and their assignees and successors.

(d) *No Joint Venture.* Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the Client and Consultant, and neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.

(e) *No Waiver.* The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every provision. No Client payment to Consultant for services performed under this Agreement shall be construed as a waiver of any rights under this Agreement.

(f) *Severability.* In the event of any judicial determination that any portion of this Agreement is invalid or unenforceable, the invalidity or unenforceability of any particular provision shall not affect the other provisions of this Agreement. Any court of competent jurisdiction so curtailing or limiting the validity or enforceability of any provision contained herein shall curtail or limit said provision to the extent necessary to permit compliance with the minimum legal requirement.

(g) *Captions.* The captions contained in this Agreement are for reference only and are in no way to be construed as part of this Agreement.

(h) *Governing Law.* This Agreement will be governed by the internal laws (and not the conflicts of law provisions) of the Commonwealth of Virginia. In addition, to the extent permitted by applicable law, the parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Client and Consultant each agree that any litigation based hereon, or arising out of, under, or in connection with this Agreement, will be brought and maintained exclusively in the courts of the City of Norfolk, Virginia. In entering into this Agreement, Client consents and agrees that Virginia courts shall have personal jurisdiction over it in respect to all disputes based hereon, or arising out of, under or in connection with this Agreement and Client agrees to comply with all requirements necessary to grant the courts of the City of Norfolk, Virginia jurisdiction. Client further agrees that in any legal proceeding brought arising out of or relating to this Agreement or the transactions contemplated hereby Client will abide by the final decision of such courts. In the event that either Client or Company commences legal proceedings to enforce the terms of this Agreement, the non-prevailing party will be required to pay to the prevailing party all documented out-of-pocket fees, costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection with the enforcement of this Agreement.

(i) *Entire Agreement.* This Agreement represents the entire and integrated Agreement between the Client and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.

(j) *Force Majeure.* Other than for Client's obligations under this Agreement that can be

performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(k) *Rule of Construction.* The parties agree that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

(l) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed and original and all of which shall be taken together and deemed one instrument.

(m) *Recitals.* The Recitals are hereby incorporated as part of this Agreement.

(n) *FAA Required Federal Contract Provisions.* Client and Consultant acknowledge and agree that the Federal Aviation Administration ("FAA") requires that certain contract provisions be included in contracts entered into by an airport owner or sponsor. Accordingly, attached hereto as Exhibit D are the FAA required contract provisions which are, by this reference, hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound hereby.

CLIENT:

NORFOLK AIRPORT AUTHORITY



By: Mark A. Perryman

Title: President & CEO

Date: 7 Feb 2023

CONSULTANT:

AV8 Americas, LLC



By: G. W. Anslinger

Title: President

Date: 2/9/23 _____

EXHIBIT A

PROJECT

This Agreement provides for the performance of professional services associated with the ongoing business activities of the Norfolk Aviation Authority.

EXHIBIT B

SAMPLE TASK AUTHORIZATION

1. **TASK AUTHORIZATION NO.** _____

Date: _____
Project No.: _____ Phase No.: _____
Project Name: _____
Client : _____
Issued To: AV8 Americas, LLC Email: Buddy@AV8Advisory.com
Authorized By: _____ Phone: 214-662-0552
Budgeted Hrs./Fee: _____
Type of Contract: _____
Due Date: _____

2. **TASK DESCRIPTION:**

[Click here and insert description]

CLIENT:

_____	_____
Approval –	Date
<u>AV8 AMERICAS, LLC</u>	
_____	_____
Acceptance	Date

EXHIBIT C

RATES

Check all the applicable provisions:

1. – Time and Materials Contracts:

The amount due Consultant shall be calculated according to the time actually expended in the performance of the Services and pursuant to a written Task Authorization on the basis of the hourly billing rates set forth below.

<u>TITLE</u>	<u>LABOR RATES (USD)</u>
Officer	\$290
Support	\$148

During the term of this Agreement, the hourly rates shall increase at the rate of three (3.0%) per year on the anniversary date of this Agreement.

Expenses charged by Consultant pursuant to a Task Authorization assignment shall be reimbursed at cost without allowance for mark-ups.

2. – Lump Sum Contracts:

Consultant's compensation for Services shall be on a lump-sum basis, including time and expense. The amount of the lump sum shall be as set forth in the Task Authorization.

3. – Both Time and Materials and Lump Sum Contracts:

The Task Authorization shall identify whether Consultant's Services authorized under the Task Authorization will be on a Time & Materials or Lump Sum basis.

EXHIBIT D
Required Federal Contract Provisions for Non-AIP Projects
(No Lease, No Land involvement)

GENERAL CIVIL RIGHTS PROVISIONS

The contractor 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 contractor 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 contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. 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.
2. Non-discrimination: The contractor, 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 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.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 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 [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] 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. Contractor must provide a work

environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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.

Required Federal Contract Provisions for Non-AIP Projects
(No Lease, No Land involvement)

GENERAL CIVIL RIGHTS PROVISIONS

The contractor 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 contractor and sub-tier 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 contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. 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.
2. Non-discrimination: The contractor, 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 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.