

Commercial Ground Transportation Services Policy

Approved and Effective February 8, 2018

Amended, April 12, 2018

Amended August 9, 2018

Amended May 12, 2022

Amended February 9, 2023

Approved: 
Chair, Tulsa Airports Improvement Trust

Table of Contents

SECTION I – Authority and Purpose	1
SECTION II – Definitions	1
SECTION III – Fees and Charges	2
SECTION IV – General Guidelines and Procedures	2
A. Standards	2
B. Permit Required	3
C. Permit Not Required	3
D. Requirements for Permit Applicants	3
E. Permit Application	3
F. Permit Fees	4
G. AVI /Decal Issuance and Fees	4
H. Permit Renewal	4
I. Permit Suspension or Revocation	4
J. Implementation	5
K. No Discrimination	5
L. Operator Responsibilities	5
M. Conduct of Operators	5
SECTION V – Minimum Insurance Requirements	6
SECTION VI –Loading and Unloading Location Designations of Categories of Operators	6
A. Courtesy / Shuttle Vehicles	6
B. Taxi Cabs	6
C. Limousines	7
D. Charter Bus Operations	7
E. Transportation Network Companies	7
F. Peer-to-Peer Car Sharing Companies	7
SECTION VII – Administration and Appeals	8
A. Authority	8
B. Enforcement	8
C. Appeal	8
APPENDIX A – APPLICATION FORMS	9
APPENDIX B – INSURANCE REQUIREMENTS	11
APPENDIX C – STAGING AREAS	12
APPENDIX D – REQUIRED CONTRACT PROVISIONS	13

SECTION I – Authority and Purpose

Tulsa Airports Improvement Trust (“TAIT”) operates Tulsa International Airport and Tulsa Riverside, Airport pursuant to the Oklahoma Municipal Airports Act (OMAA), Okla. Stat. tit. 3 §65.1, *et seq.*, and in compliance with its Amended and Restated Lease Agreement (Lease) from the City of Tulsa (City) effective January 1, 2014; Amended and Restated Bond Indenture dated November 1, 2009; and applicable federal rules, regulations, guidelines, advisories and grant assurances. In doing so, TAIT is acting in a governmental capacity as an arm of the state to meet a public need, not solely for its own benefit.

The purpose of this Policy is to promote the safe and efficient use of limited airport landside facilities at Tulsa International Airport and to impose reasonable and uniform charges based on the class of user, for the cost of providing such ongoing use, maintenance, and management of the curbside access to the Terminal Building at Tulsa International Airport.

TAIT is authorized, empowered, and required to make economically sound repairs, construct additions and improvements, extensions, and betterments to the Airport, so that at all times the business carried on at the Airport can be conducted in an efficient manner and at reasonable cost. All such repairs and construction at the Airport are paid from Airport income, financed by TAIT or FAA Grants, and are a benefit to the public and to the users of the Tulsa International Airport. In order to pay for necessary repairs, construction and ongoing operations, TAIT is authorized and required to implement policies and prescribe a schedule of rates, rentals, privilege fees, passenger facility charges, user fees and other fees and charges for the use and services of the Airport, and for the privileges, facilities, and commodities conferred or furnished at the Airport. The Airport will revise the same from time to time as may be necessary in TAIT’s discretion; and collect the income, receipts, and other monies derived from the rates, fees and charges, so that the Airport will always be and remain financially self-sufficient and self-sustaining.

SECTION II – Definitions

Throughout this Policy, the following words will have the following meanings, respectively, unless the context clearly indicates some other meaning:

Airport means Tulsa International Airport operated by TAIT pursuant to the Oklahoma Municipal Airports Act (OMAA), Okla. Stat. tit. 3 §65.1, *et seq.*, its Lease with the City of Tulsa and in accordance with all of its bond covenants.

Commercial Ground Transportation Operator or “Commercial Operator” or “Operator” means any person or entity using the Airport roadways or Airport facilities to transport Airport users, or operating motor vehicles upon the Airport in furtherance of or in connection with any activity carried on for a profit. The following are **not** Commercial Ground Transportation Operators under this Policy: airline companies; air freight and cargo companies utilizing air cargo terminals; schools; universities; non-profit organizations; organ donor companies; ambulance services; governmental units including local, state and federal agencies; Oklahoma Rural Transportation Companies as defined by the Oklahoma Department of Transportation operating under a Section 5311 Program; Airport tenants not primarily engaged in the ground transportation business and which pay other fees to the Airport under agreement; and construction and maintenance contractors, suppliers and service providers of the Airport or its tenants.

SECTION III – Fees and Charges

1. Where a permit is required, all associated permitting and processing fees will be uniform, and must be included in TAIT’s Annual Schedule of Rates, Fees, and Charges as approved by the Trustees, as the same may be amended from time to time.
2. For Commercial Ground Transportation Operators operating under a permit, there are four categories which determine how charges are calculated:

Category A - Hotel/Motel Courtesy Vehicle Operators	This category of Commercial Operator will be charged a monthly flat fee based upon the number of rooms in their hotel/motel. Each hotel under an parent entity must have a separate application.
Category B – Off Airport Parking Operators	This category of Commercial Operator will be charged a trip fee each time a permitted vehicle enters the Airport’s Terminal Access Roadway System on TAIT’s Leased Premises to conduct business.
Category C - Limousines and all other Commercial Operators	This category of Commercial Operator will be charged a flat monthly fee to conduct business on the Airport’s Terminal Access Roadway System on TAIT’s Leased Premises.
Category D – Peer-to-Peer (“P2P”) car sharing Operators	This category of Commercial Operator will be under a concession agreement with TAIT for the provision of P2P car sharing operations at the Airport.

3. Fees and charges for all categories of Operators are established based on the authority and purpose set forth in Section I, using the following considerations:
 - Costs associated with promoting safe and efficient use of limited airport landside traffic capacity in order to meet a public need;
 - The benefit conferred on the various classes of Operators due to the development, operation, and maintenance of Tulsa International Airport and TAIT’s FAA Grant Assurance obligations;
 - The magnitude or frequency of use of the airport facilities by the various categories of Operators including but not limited to roadways, parking areas, and the landside and airside facilities at Tulsa International Airport which generates the base of Operators’ customers;
 - The costs of general day-to-day maintenance and repair of the roadway, curbing, curb cut-outs, and pedestrian walkway; long-term wear and tear on the roadway; costs of lighting, signage, and roadway striping; and the reduction in parking and hotel revenues associated with providing curbside access.
 - Costs associated with managing and policing the congestion and traffic flow on airport roadways and in courtesy parking areas provided by TAIT.

SECTION IV – General Guidelines and Procedures

A. Standards

This policy establishes standards for all types of Commercial Ground Transportation Operators at Tulsa International Airport.

B. Permit Required

For Commercial Ground Transportation Operators, a current and valid permit is required to operate at Tulsa International Airport. Permits issued by TAIT will authorize the specific activity to be engaged in by the Operator. Any driver providing services under a permit issued to an Operator will be considered an agent of the Operator regardless of the driver's status (i.e. employee, independent contractor, agent, etc.) with the Operator. Permits must not be sold, assigned or otherwise transferred.

C. Permit Not Required

A permit is not required for Taxi Cabs, or TNCs, or P2P operators who are under contract with TAIT for the provision of per trip fees. P2P Operators must be under a contract to provide services at the Airport Notwithstanding, Taxi Cabs, TNCs, and P2P Operators must follow all standards and rules of conduct in this Policy, as well as those state and municipal laws and ordinances which govern their respective commercial activities.

D. Requirements for Permit Applicants

Applicants must meet the following requirements.

1. An individual applicant must be at least eighteen (18) years of age.
2. The applicant must be a citizen of the United States, or a legal alien with ability to conduct business in the United States and the State of Oklahoma, or must be an entity legally registered to conduct business.
3. The applicant must agree to be bound by the Ground Transportation Services Policy which is incorporated by reference and made a part of the permit, including the required contract provisions attached hereto as Appendix D.
4. The applicant must sign the application.

E. Permit Application

1. An application for a permit is furnished by TAIT (see APPENDIX A). It must be verified by the applicant and submitted to the TAIT Ground Transportation Manager. Each application must designate the type of Commercial Ground Transportation Service to be provided at Tulsa International Airport, and a list of vehicles which will be providing services at Tulsa International Airport including vehicle make, model, color, year of manufacture, license number and vehicle identification number (VIN). The application must be accompanied by the application fee, defined in TAIT's annual Schedule of Rates, Fees, and Charges.
2. No applications, renewals or reinstatements will be considered for any Operator who has not satisfied all requirements of a prior administrative action, including payment of any fines or serving any period of suspension that may have been levied.
3. Upon completion and approval of the application, TAIT will issue a Commercial Ground Transportation Services permit.
4. The Ground Transportation permit is effective for a period of one (1) year.

5. For Commercial Ground Transportation Operators who have terminated their agreement prior to the permit term, the Ground Transportation Operators must reapply, and pay all fees associated with re-permitting. If the Ground Transportation Operator terminates the permit, the Operator must turn in all decals issued to the permittee.

F. Permit Fees

For each permit issued pursuant to Section IV, paragraph E above, a permit fee will be assessed. The fee may be prorated on a quarterly basis for the first issuance only.

G. AVI /Decal Issuance and Fees

TAIT will issue a decal and/or AVI device for each vehicle on Operator's Permit Application. Decals must be displayed on the passenger side of the vehicle windshield while operating at the airport. The location of the AVI device will be determined. An annual fee is charged for each decal or AVI device for each year of the permit. Charter buses will not be required to have a decal. Additional vehicles may be added to the permit at any time during the permit period.

H. Permit Renewal

On or before December 31st of the expiration year of the permit, the holder may renew his permit by the payment of the fees and renewal application, unless TAIT finds that the holder is not in compliance with any provision of this policy.

I. Permit Suspension or Revocation

1. TAIT may suspend a permit, or in the case of an individual P2P Operator, suspend access to the Airport for a definite time period not to exceed thirty (30) days, if it is determined that the Permit Holder/P2P Operator:

- a. Has interfered with enforcement personnel in the performance of their duties;
- b. Has intentionally and knowingly failed to comply with any of the provisions of this Policy or the permit or agreement;
- c. Has failed to pay any fee or trip charge.

2. Upon curing the cause for suspension, the holder may submit a written request for reinstatement, together with any proof required for such reinstatement of the permit. Upon finding that the cause for suspension has been cured, TAIT will reinstate the permit.

3. TAIT may permanently revoke a permit or privileges of a P2P Operator, if it is determined that:

- a. The holder has made a material misstatement in the application which would have been grounds for a denial of the permit;
- b. The holder's permit has been suspended twice and a third cause for suspension occurs, within the preceding twelve (12) month period;

c. In the case of a P2P Operator, if the Director of Operations has determined that the P2P Operator has been suspended twice and a third cause for suspension occurs, within the preceding twelve (12) month period; or

d. The Director of Operations has determined that any violation or action in Section IV, paragraph 1 above was so egregious that immediate revocation is required.

I. Permit Suspension or Revocation

4. After revocation of a permit or P2P Operator privileges, a permit holder/P2P Operator may be eligible for reinstatement after the reason(s) for revocation has been cured, and by payment of reinstatement fee, specified in TAIT's annual Schedule of Rates, Fees, and Charges.

J. Implementation

The implementation of this Policy is governed by applicable laws, ordinances, and permits, as the same may be revised from time to time. All persons to whom this Policy applies as a result of operations at Tulsa International Airport, whether as an Operator, driver, employee or representative of an Operator, or otherwise, must at all times comply with the provisions herein. Any person who in any capacity engages in the provision of Commercial Ground Transportation Services in such a manner as to violate any provision of this Policy is subject to enforcement actions and appeals as provided in Section VI.

K. No Discrimination

No Operator shall discriminate on the grounds of race, color, or national origin, either in employment or in providing ground transportation services, as further provided in Title 49, C.F.R. Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title VI of the Civil Rights Act of 1964, and all federal regulations promulgated to achieve non-discrimination with respect to such services.

L. Operator Responsibilities

Operators are responsible for the conduct and actions of their drivers, including compliance with all rules of conduct set out in Section IV, paragraph M below, regardless of whether such drivers are deemed by the Operator to be an employee or an independent contractor of the Operator. In considering any fine, suspension, or revocation of operating privileges, TAIT may consider actions taken by the Operator to act responsibly, take disciplinary measures, mitigate damage, or otherwise take appropriate corrective action. Nevertheless, Operators are ultimately accountable for the actions of their drivers as it relates to this Commercial Ground Transportation Policy.

M. Conduct of Operators

Operators and their employees or contractors, including all drivers, must conduct operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, patrons, or tenants. Drivers must obey all rules of driving courtesy, speed control, and safe operation at all times. Drivers must not leave vehicles unattended when stopped on the terminal roadways. All Operators are subject to on-site traffic control and enforcement directives issued by Tulsa Airport Police Officers or such other personnel as may be designated by the CEO or Designee. Such directives may deviate from this policy to accommodate

special events, emergencies, weather, or traffic conditions, or any unforeseen circumstances.

SECTION V – Minimum Insurance Requirements

Operators must meet and maintain minimum insurance requirements established by TAIT in APPENDIX B of this Policy or as otherwise required for licensing by applicable governmental entities, whichever is greater.

SECTION VI – Loading and Unloading Location Designations of Categories of Operators

For the Tulsa International Airport Departures Roadway, (Lower Level, Airport Drive) there is no designated loading or unloading location, except loading and unloading is strictly prohibited in Airport Drive crosswalks or through lanes.

A. Courtesy / Shuttle Vehicles

While operating on the TAIT Arrivals roadway (upper level, Airport Drive), all Courtesy or Shuttle Vehicles waiting to load passengers must be positioned in the Staging Area designated by TAIT in the attached Staging Areas Diagram, APPENDIX C. One (1) vehicle per Operator is permitted in each Staging Area at a time.

B. Taxi Cabs

1. All Taxi cab drivers and Operators are subject to applicable Oklahoma Statutes and Title 36 of the City of Tulsa Revised Ordinances, as the same may be amended from time to time.

2. Virtual Queuing. All Taxicab drivers and Operators are required to register on the Undelay web based platform. The virtual method will be the only authorized method under the Ground Transportation Policy to make pickups at the Airport. The following steps should be taken in order to use virtual queuing:

Step 1: Taxicab drivers must complete the signup form on www.undelaydashboard.com using the private registration code provided by the application vendor.

Step 2: Once registered, Taxicab drivers should then enter payment information when prompted. The Taxicab driver will not be charged until they have entered the parking zone.

Step 3: Taxicab drivers must select the "Enter Queue" button to enter the virtual queue. If there are parking spots available, the app will automatically reserve a spot. A maximum of 3 spots are available at any one time.

Step 4: If the request to enter the queue is accepted by the app, a text will be sent to the registered taxicab driver, informing the driver they have successfully reserved a spot.

Step 4: The taxi must enter the parking zone in less than 10 minutes, or their spot will be cancelled.

Step 5: After picking up the passenger, the taxicab driver must hit the "Leave Parking Spot" button to exit – or have the application open when driving away so the next driver can enter the parking zone space.

If the taxicab driver leaves the parking zone without a customer, the taxicab driver is still charged for the queue space.

- 4. Taxicab Parking.** If taxicabs would like to remain at the airport, they may park in the Ground Transportation Staging Lot (see Appendix C). No other parking spaces are available on Airport Property. The intent of the new app is to give the Taxicab driver freedom to conduct business off airport without having to sit in a "Staging Area."

C. Limousines

When picking up passengers, Limousine drivers must stop and unload only in the Staging Area designated in APPENDIX C. Limousine drivers who must leave their vehicle unattended to greet passenger(s) in the terminal building must park in the public parking lot and pay associated parking fees.

D. Charter Bus Operations

Charter bus drivers must stop, load, and unload in the Upper Level Staging Area designated in APPENDIX C. Charter bus drivers must not leave the vehicle unattended to greet passenger(s) in the terminal building.

E. Transportation Network Companies

Transportation Network Companies ("TNC") are required to comply with the provisions of the Oklahoma Transportation Network Company Services Act, Ok. Stat. tit 47, §1010, *et seq.*

With regard to TNC Operators utilizing a TAIT approved Geo-fence to report vehicle activity, the Operator must demonstrate to TAIT that the Operator's TNC mobile application technology ("Mobile App"), used for its business operations at the Airport, has incorporated a virtual perimeter of all applicable Airport property together with TNC's TAIT approved Geo-Fence in the Mobile App to alert TNC Drivers as to when they have entered upon Airport property and when they have entered and exited TNC's Geo-fence area at the Airport.

TNC vehicle operators must park, stage, load, and unload in designated area(s) only, as specified on the Commercial Vehicle Staging Area Diagram, APPENDIX C, as the same may be amended from time to time.

TNC vehicle operators must not dwell in a designated loading or unloading area for a period greater than required to load or unload passengers and baggage.

TNC vehicle operators must not use or loiter in the areas while waiting for booking of transportation services, but instead must wait in the Cell Phone Parking lot, designated in the Commercial Vehicle Staging Area Diagram, APPENDIX C.

F. Peer-to-Peer Car Sharing Companies

Peer to Peer Car Sharing Companies must enter into a Concession Agreement with TAIT and pay a percentage of the Company's gross revenues for the privilege of operating a business at the Airport.

For the purposes of this policy Peer-to-Peer Car Sharing Program means a business platform that connects vehicle owners with drivers to enable the sharing of vehicles for financial consideration. As further defined within the meaning of §2110 of Title 68, Oklahoma Statutes.

Peer-to-Peer Car Sharing Companies are prohibited from using the Airport's Terminal Access Roadway System or any other part or parcel of airport property to conduct business. P2P transactions must take place in a parking space inside the Airport's Parking Facilities, the procedures of which are described in the Peer to Peer Ride Share Concession Agreement.

No Peer-to-Peer Car Sharing Company may conduct business at the airport without first entering into an Peer to Peer Ride Share Concession Agreement.

SECTION VII – Administration and Appeals

A. Authority

The Director of Operations, or delegated representative, has the power and duty to administer the provisions of this Policy and, when necessary, to propose processes for implementation of this Policy with the consent of the CEO.

B. Enforcement

Failure to comply with the provisions of this Policy may result in the denial, suspension or revocation of a permit. Any such denial, suspension or revocation will come in the form of a written Decision Letter containing the reasons for which the action was taken, and provide an opportunity for an appeal of the decision. The Decision Letter must state in detail the proposed action and the reasons for the denial, suspension, or revocation and instructions for an appeal. The Decision Letter must be delivered in person, or in any other such manner in which receipt can be verified.

C. Appeal

If the permittee chooses to formally appeal any denial, suspension, or revocation of the permit, the permittee must request an appeal in writing. The request for appeal must be hand delivered or in any other such manner in which receipt can be verified, no later than five (5) business days from the date of the denial, suspension, or revocation. If no appeal is made within the prescribed five business days, Permittee waives its opportunity for appeal. The request for appeal must state all of the reasons why the denial, suspension or revocation is erroneous.

Upon receipt of the written appeal, the Director of Operations may, without a meeting, rescind the denial, suspension, or revocation of the permit, or the Director of Operations and permittee must negotiate a time, date, and place for a meeting, within a reasonable time frame, but no later than three (3) business days to hear the permittee's appeal of the action. If the permittee does not show up for the meeting, the appeal is deemed waived. A waiver letter may be issued, but is not required.

The Director of Operations may consult with the Airports CEO during or after the appeal, however the decision made by the Director of Operations, in consultation with Airports CEO, will be final with regard to any denial, suspension, or revocation of a permit. All decisions of appeals shall be in writing and be made within three (3) business days.

APPENDIX A – APPLICATION FORMS



TULSA AIRPORTS IMPROVEMENT TRUST

Commercial Ground Transportation

Permit Application

Category of Operator:

- Category A - Hotel/Motel Courtesy Vehicle Operators
Category B - Off Airport Parking Operators
Category C - Limousines and all other Commercial Operators

Name of Company: _____ Hotel

Name/DBA (if applicable): _____

Address: _____

Billing Address: _____

Manager's Name: _____

Telephone: _____ Email: _____

Number of Rooms (if applying under Category A): ____ X 0.50 per room = Monthly Fee: _____

Payment Options Check [] ACH [] Monthly [] Annually [] (per calendar year only)

I AGREE TO BE BOUND By the Terms and Conditions of the Tulsa Airports Improvement Trust's Commercial Ground Transportation Policy and the permit, as the same may be amended from time to time.

Signature: _____ Date: _____

Title: _____

Approved by TAIT Operations Division _____

- 1. Submit Completed Application to: groundtransportation@tulsaairports.com
2. Please Remit Permit Fee of \$50.00 plus First Month's Payment to:

Tulsa Airports Improvement Trust
Dept. 598
Tulsa, OK 74182

A permit will be issued pending approval and record of payment has been verified.



Tulsa International Airport Commercial Ground Transportation Vehicle Decal/AVI Request

Please provide information requested for each vehicle to be part of the permit:

Category of Operator:

- Category A - Hotel/Motel Courtesy Vehicle Operators
- Category B - Off Airport Parking Operators
- Category C - Limousines and all other Commercial Operators

Make: _____ Model: _____ Year: _____

Vehicle Color: _____

Vehicle State & Tag # _____ VIN: _____

TAIT Operations Division Use ONLY: Verified by TAIT Rep. _____ Decal Number: _____



Category of Operator: A B C

Make: _____ Model: _____ Year: _____

Vehicle Color: _____

Vehicle State & Tag # _____ VIN: _____

TAIT Ground Transportation Use ONLY: Verified by TAIT Rep. _____ Decal Number: _____

APPENDIX B – INSURANCE REQUIREMENTS

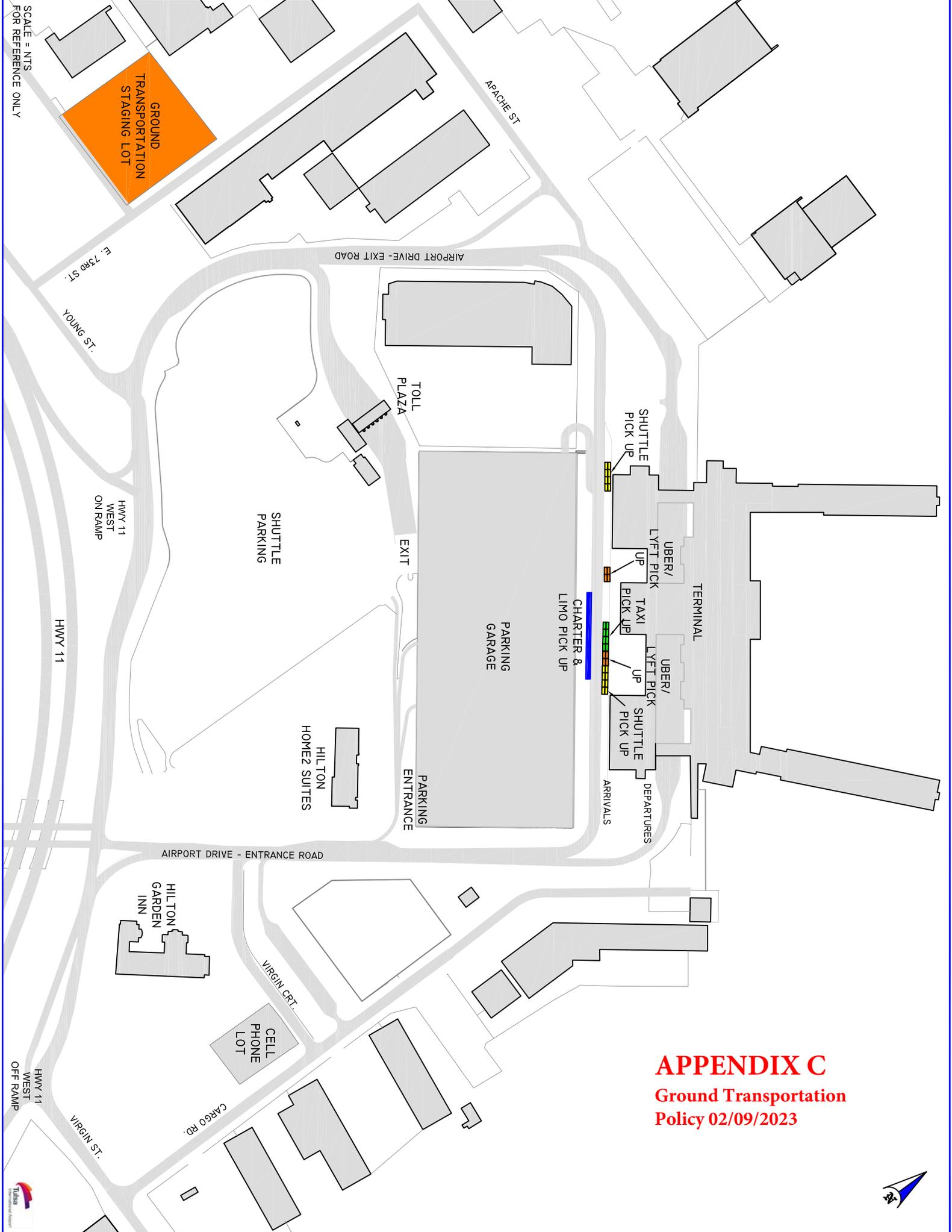
Operator must procure and maintain at all times during the term of this Agreement, at its sole cost and expense, vehicle liability in the amount hereinafter provided, issued by a financially responsible and qualified company or companies authorized to do business in the State of Oklahoma, or Oklahoma Department of Insurance-approved eligible surplus lines insurer, covering all operations under this Agreement (including those of Drivers). The following coverages are required: Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident for third party bodily injury and property damage. This coverage applies to Vehicles operated by Drivers while located on the TAIT premises in the course of providing Commercial Ground Transportation Services including the picking-up and dropping-off of passenger(s).

All Vehicles must be included under Operator's Commercial Automobile Liability Policy or covered by a blanket coverage form or endorsement; and all employees of Operator must be covered under Operator's General Liability policy. The limits of the foregoing insurance must not, in any way, limit the liability of Operator for operations at Tulsa International Airport.

TAIT is not responsible for any act or omission of a Permittee or any of its officers, employees, agents, or contractors while on Airport Leased Premises.

Peer to Peer Ride Share Companies must have the insurance required by Oklahoma Statutes for Ride Share companies.

SCALE = NTS
FOR REFERENCE ONLY



APPENDIX C
Ground Transportation
Policy 02/09/2023



APPENDIX D – REQUIRED CONTRACT PROVISIONS

ENVIRONMENTAL COMPLIANCE:

Operator hereby agrees to be bound in the operation of its services at the Airport by all Airport Rules and Regulations, other such governmental regulations, whether municipal, state, or federal, as may be amended from time to time, including but not limited to those that deal with hazardous material and/or regulation of protection of the environment, including the ambient air, ground water, surface water and land use, including substrata land. Operator will immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.

Operator will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Airport, by Operator, its sub lessees and contractors, invitees or a third part in violation of any environmental rules, regulations, ordinances, or laws.

If the presence of any hazardous material on, under or about the Airport caused or permitted by Operator results in any contamination of the Airport, Operator will promptly take all actions, at its sole cost and expense, as are necessary to remedy and remove any such hazardous materials, disabled vehicles and special wastes and any other environmental contamination as is necessary to protect the public health and the environment from actual or potential harm and to bring the contaminated area into compliance with all environmental requirements. Such procedures are subject to the following requirements:

Operator will submit to Director of Aviation a written plan for completing all remediation work. Director of Aviation retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice.

Such actions of remediation by Operator will not potentially have any material adverse long term effect on the Airport in the sole judgment of Director of Aviation.

AMERICANS WITH DISABILITIES ACT:

Operator must, throughout the Term of Operator's Permit, be in compliance with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, as well as any other applicable rules, regulations, laws, ordinances, either in effect now, or as may be promulgated.

NON-DISCRIMINATION:

Operator agrees to comply with all federal, state, and local laws regarding non-discrimination. Operator acknowledges that Airport Sponsors have an obligation to ensure Operator, its officers, agents, representatives, contractors, subcontractors or subtenants do not engage in any discriminatory practices at any time during the term of Operator's Permit. Operator further acknowledges that if Operator, its officers, agents, representatives, contractors, subcontractors or subtenants, are found guilty by an appropriate authority for refusing to grant services in places of public accommodations or to do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender

identity or gender expression, age, disability, national origin, ancestry, or any other protected status, as provided by laws, TAIT may elect to terminate Operator's Permit. In connection with the performance of work under Operator's Permit, the Operator, its officers, agents, representative, contractors, subcontractors or subtenants, agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, ancestry, or any other protected status, as provided by law, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Operator further agrees to insert this provision in all subcontracts hereunder except subcontracts for standard commercial supplies or raw material. As used in this Section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality, or bisexuality. As used in this Section, "gender identity or expression" means a gender related identity, expression or behavior of a person, regardless of the person's assigned sex at birth. The Operator further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

CIVIL RIGHTS – GENERAL:

The Operator 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 Operator from the PERMIT negotiation period through the completion of the PERMIT. 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 OWNER, 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 Operators that it will affirmatively ensure that any contract entered into pursuant to disadvantaged business enterprises will be afforded full and fair and will not be discriminated against on the grounds of race, color, or national origin.

Title VI Clauses for Compliance with Nondiscrimination Requirements: During the performance of this permit, the Operator, for itself, its assignees, and successors in interest agree as follows:

A. Compliance with Regulations: The Operator 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. Non-discrimination: The Operator, 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, including procurements of materials and leases of equipment. The Operator 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. Information and Reports: The Operator 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 Airport 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 Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the OWNER or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

1. Withholding permit privileges to the Operator under the PERMIT until the Operator complies; and/or
2. Cancelling, terminating, or suspending a PERMIT, in whole or in part.

E. Incorporation of Provisions: The Operator will include the necessary provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the Operator 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 permit, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "Operator") agree 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 etseq).

2023-02-09_Ground Transportation Policy_Final

Final Audit Report

2024-07-11

Created:	2024-07-11
By:	William Greer (williamgreer@tulsaairports.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2ifrMa-wSwHpBy7RFva9i-F2TRffrNI9

"2023-02-09_Ground Transportation Policy_Final" History

-  Document created by William Greer (williamgreer@tulsaairports.com)
2024-07-11 - 2:13:27 PM GMT
-  Document emailed to Kent Harrell (kent@harrellenergy.com) for signature
2024-07-11 - 2:13:34 PM GMT
-  Email viewed by Kent Harrell (kent@harrellenergy.com)
2024-07-11 - 5:55:31 PM GMT
-  Document e-signed by Kent Harrell (kent@harrellenergy.com)
Signature Date: 2024-07-11 - 5:55:59 PM GMT - Time Source: server
-  Agreement completed.
2024-07-11 - 5:55:59 PM GMT