



Requests for Proposals

Aircraft Rescue and Firefighting Services

Premises:

Tulsa International Airport

July 6, 2020

FY21-805-29

NOTICE TO BIDDERS

TULSA AIRPORTS IMPROVEMENT TRUST REQUEST FOR PROPOSALS

Aircraft Rescue and Firefighting Services (“ARFF Services”)

July 6, 2020 FY21-805-29

Through a formal Request for Proposals (RFP) process, Tulsa Airports Improvement Trust invites the submittal of proposals from qualified, professional firms interested in performing Aircraft Rescue and Firefighting Services at Tulsa International Airport.

The qualifications will be reviewed and evaluated by the Tulsa Airports Improvement Trust selection committee. At least one qualified firm for the services will be selected based on qualifications as defined by the criteria established in the RFP. Once selected, the successful Proposer shall negotiate with the Tulsa Airports Improvement Trust for the services described in the RFP.

One (1) signed original and five (5) copies plus one (1) electronic copy of the RFP must be received no later than 12:00PM on August 11, 2020 at the Airport Administration Office, Attention: AIRSIDE OPERATIONS, 7777 Airport Drive, Suite A-211 Tulsa, Oklahoma. 74115. All responses must be plainly marked "Aircraft Rescue and Firefighting Services RFP."

Copies of the RFP packet are available at the Airport Administration Office, 7777 Airport Drive, Suite A-211, Tulsa, Oklahoma. 74115, by request. The RFP Packet will also be available on the Tulsa Airports website at <https://www.tulsaairports.com/about-us/business-opportunities>.

A MANDATORY VIRTUAL PRE-BID CONFERENCE WILL BE HELD VIA ZOOM PLATFORM ON JULY 29, 2020 @ 10:00AM CENTRAL TIME. A physical site tour will be available based on request, for any responsible bidder. Site tours will be limited to small groups of four people or less, and will follow all CDC and local health department guidelines for safety. Any entities wishing to bid on this RFP must attend the Pre-Bid Conference and have enabled Video capabilities. Bidders must register for the meeting at least 24 hours prior to the scheduled start time and date. **Registrations shall be sent to: shawncittum@tulsaairports.com**. Registrations will consist of Company Name, Responders Name, Phone number, and Email address. Entities not attending the Pre-Bid Conference will be disqualified from bidding.

Further, Tulsa Airports Improvement Trust reserves the right to cancel this RFP, or waive any minor irregularities in bidding or reject any and all RFP's on any basis and without disclosure of the reason.

Tulsa Airports Improvement Trust is committed to ensuring that no person is excluded from participating in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252), as amended.

Alexis Higgins, A.A.E.
Chief Executive Officer

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SECTION 1 GENERAL INFORMATION

TULSA INTERNATIONAL AIRPORT (TUL)

Airport Owner	City of Tulsa, Oklahoma
Location	City of Tulsa (County of Tulsa) State of Oklahoma, Located approximately five (5) miles northeast of the downtown Tulsa central business district.
Airport Identifier	TUL; KTUL
Operator / Sponsor	Tulsa Airports Improvement Trust, an Oklahoma Title 60 Public Trust, the beneficiary of which is the City of Tulsa, OK
Certification	Title 14 CFR Part 139 Class 1 Airport
ARFF Index	“C” - 14 CFR Part 139 Certification of Airports, 139.315 ARFF Index “C” determination.

SECTION 2 PROPOSAL DOCUMENTS AND INTERPRETATION

The Proposal Documents comprise:

1. This RFP and all Exhibits including marketing brochures and other presentations made by proposers during the RFP process;
2. The Provision of ARFF Services Agreement (the “Agreement”);
3. Any Change Order or other Modification or Amendment;
4. Any Notice to Proceed;
5. Any Specifications any organization description on Proposal;
6. Title 14 CFR Part 139 Certification of Airports now and as amended; and
7. Title 49 CFR Part 1542 Airport Security as currently published and as amended.

Interpretation

The Proposal Documents are intended to be complementary, and what is set forth in any one document is as binding as if set forth in each document. The Parties recognize that Amendments and Modifications may provide for specific modification to the terms and conditions of other

Proposal Documents, in which case, the modified terms and conditions shall govern, as expressly set forth in the Amendment or Modification. However, all terms and conditions of such other Proposal Documents that are not expressly modified or deleted by an Amendment or Modification shall remain in effect.

SECTION 3 – OVERVIEW, TERM, AND SCHEDULE

A. OVERVIEW

Tulsa Airports Improvement Trust “TAIT” is seeking Proposals to this RFP from Bidders for ARFF Services. It is TAIT’s intent to contract with a qualified professional firm for the purpose of administration, management, staffing and operation of ARFF services, equipment, and facilities. The selected Contractor shall be responsible for providing administration and labor required for these services, for the full term of the contract, except as identified herein.

B. TERM OF CONTRACT

The initial term of the Agreement will be for five (5) years. TAIT may extend the Term of Agreement for an additional three (3) five year (5) periods at the sole discretion of TAIT, for a total of 20 years.

C. PROPOSED TIME SCHEDULE

July 6, 2020	Issue formal request for Proposals
July 29, 2020	Pre-Proposal Conference @ 10:00am, Central Time
August 3, 2020	Deadline for ALL Questions
August 11, 2020	Proposals due by 12:00pm Central Time
August 12, 2020	Open and Review Proposals @ 9:30am, Central Time
Prior to September 10, 2020	Notice of Award (Non-Binding)
September 10, 2020	Award Contract.
January 1, 2021	Contract Commences.

SECTION 4 – PROPOSALS REQUESTED

A. PROPOSALS REQUESTED

The Tulsa Airports Improvement Trust “TAIT” hereby solicits Proposals from qualified professional firms (“Contractor”) interested in providing Aircraft Rescue and Firefighting Services for Tulsa International Airport (TUL). The Tulsa Airports Improvement Trust which operates the airport, will accept and review proposals from Contractors and select one (1) Contractor to provide Aircraft Rescue and Firefighting Services in compliance with 14 CFR Part 139 and 49 CFR 1542, and in accordance with the specifications in this RFP.

Quantity of Submittals Required: Each Contractor must provide in a sealed package: One (1) signed original, five (5) copies and one (1) electronic copy of their Proposal on a virus free USB. The original with signature is to be clearly marked as “ORIGINAL” on the outside cover and contain original ink signatures. All copies should be clearly marked “COPY”.

PROPOSALS SENT BY FAX WILL BE REJECTED.

B. SCOPE

TAIT is requesting cost proposals for ARFF services to meet a 14 CFR Part 139.315 Index C determination.

TAIT intends to enter into a 5-year Agreement with three (3) 5-year extensions at TAIT’s sole option. If two proposals score in a statistical tie, TAIT reserves the right to invite each tied proposer to make a presentation to the selection committee.

The Aircraft Rescue and Firefighting Services must meet all current and future requirements that enable TAIT to meet all Federal, State and local regulations including, but not limited to:

- CFR 14 Part 139 Certification of Airports
- Advisory Circular 150/5210-17C Programs for Training of Aircraft Rescue and Firefighting personnel
- AC 150/5220-10E Guide Specifications for Aircraft Rescue and Firefighting vehicles
- AC 150/5210-23 ARFF Vehicle and High Reach Extendable Turret (HRET) Operations, Training and Qualifications
- AC 150/5230-4B Aircraft fuel storage, handling, training and dispensing on Airports
- AC 150/5220-17B Aircraft Rescue and Firefighting (ARFF) Training Facilities
- AC 150/5210-13C Airport Water Rescue Plans and Equipment
- AC 150/5200-12C First Responders Responsibility for protecting evidence at the scene of an aircraft accident/incident
- AC 150/5200-31C Airport Emergency Plan
- AC 150/5210-19A Driver’s Enhanced Vision System (DEVS)
- AC 150/5210-14B Aircraft Rescue Firefighting equipment, tools and clothing
- AC 150/5210-7D Aircraft Rescue and Firefighting Communications
- AC 150/5210-6D Aircraft fire extinguishing agents
- NFPA 472: Standard for Competence of Responders to Hazardous Materials/WMD Incidents
- NFPA 1001: Standard for Firefighter Professional Qualifications
- NFPA 1002: Standard for Driver/Operator Professional Qualifications
- NFPA 1003: Standard for Airport Firefighter Professional Qualifications
- NFPA 1021: Standard for Fire Officer Professional Qualifications
- NFPA 1041: Standard for Fire Service Instructor Professional Qualifications

- NFPA 1521: Standard for Fire Department Safety Officer Professional Qualification
- National Emergency Medical System Certifications
- National Incident Management System (NIMS)
- Fire Prevention Code Title 14, Code of City Ordinances, City of Tulsa Oklahoma

SECTION 5 – OBLIGATIONS OF THE CONTRACTOR

The Contractor must provide the necessary AIRCRAFT RESCUE & FIREFIGHTING (ARFF) SERVICES essential to comply with the Federal Aviation Administration requirements and regulations, particularly the appropriate sections of FAR Part 139, National Fire Protection Association Standards pertaining to Aircraft Rescue & Firefighting, and Federal Aviation Administration Advisory Circulars pertaining to Aircraft Rescue & Firefighting as published by the Department of Transportation as they presently exist and/or may be amended. The Contractor will also be required to comply with Transportation Security Administration (TSA) and State and local laws, and all Airport Rules and Regulations.

The Contractor must provide and perform the functions of Fire Chief and/or Manager of Fire Services at TUL with a minimum of ten (10) full time equivalent Fire/Fire Safety personnel to perform the contractual services as hereinafter set forth and for the purpose of qualifying TUL under Federal Aviation Regulation (FAR) Part 139 entitled “Certification of Airports” as amended, the Federal Aviation Administration Advisory Circulars pertaining to Aircraft Rescue and Firefighting, and applicable regulations under Transportation Security Administration (TSAR) Part 1542 and meeting all of these requirements for an Index “C” categorized airport.

The Contractor must furnish and the bid shall be based on a minimum of three (3) qualified personnel per shift which shall include one (1) supervisory officer to oversee the Aircraft Rescue & Firefighting (ARFF) operation from 0600 to 0600 (24 hours) daily. One additional position will be staffed by the full time Fire Chief who is permanently assigned to the TUL. He/she shall execute his/her duties during normal business hours and any other hours required by circumstances. To clarify staffing, the Contractor will provide a minimum of three (3) personnel plus the Chief during normal business hours. Of those three (3) personnel, one must be a station supervisor. A minimum of three (3) personnel must be on all other shifts one of which must be a station supervisor. (see Section 10 of this RFP)

The Contractor must perform contractual services according to accepted National Fire Protection Standards as they relate to Aircraft Rescue and Firefighting as well as City of Tulsa and the State of Oklahoma Fire Standards, and shall also perform contractual services and comply with the requirements of the FAA and TSA as hereinabove set forth. Determination of compliance with all the provisions of this contract shall rest solely with Tulsa Airports Improvement Trust.

The Contractor’s personnel must, upon discovery, immediately report to the proper authorities any unsafe condition or other matter or circumstance that may cause, or is causing injury or may cause, or is causing damage to person or property.

The Contractor must, under the direction of TAIT's CEO or designee, participate in the enforcement of TAIT rules and regulations, including security rules and regulations as they exist, or may be promulgated in the future.

It is deemed inappropriate and unacceptable for the Contractor or any of its personnel to issue any public statements with respect to any incident/accident occurring at TUL and, therefore, Contractor and its personnel are specifically prohibited from issuing or making any statement of any kind, with respect to an incident, or accident, or security matter, except when requested to do so by TAIT's CEO or designee. Contractor will not use recording devices either audio, video, or combination thereof, to film for any action other than training. Any recording done on TUL property must not be distributed without written consent from TAIT, CEO or designee.

The Contractor must maintain the ARFF vehicles and equipment in a clean, neat and serviceable condition. Daily inspection of such vehicles and equipment must be made and reports of inspection kept. All discrepancies shall be reported in writing, daily, to the Director of Operations or designee. The TUL Vehicle Maintenance Supervisor will coordinate vehicle inspections and repairs with the Airport Vehicle Maintenance Team.

TAIT will supply the following ARFF vehicles for response and operational purposes:

2006 Oshkosh Striker	1500 gallon capacity with 450 lbs. PPK
2006 Oshkosh Striker	1500 gallon capacity with 450 lbs. PPK
1992 E-One Titan	1500 gallon capacity with 450 lbs. PPK
The 1992 E-One truck will serve as a backup unit for Airport certification purposes.	

The Contractor will be responsible for initial purchasing, maintenance and recharging of self-contained breathing units.

Equipment repairs supplied by TAIT will be made at the expense of Tulsa Airports Improvement Trust and only with prior approval from Tulsa Airports Improvement Trust.

The Contractor will be liable for all damage to vehicles, equipment, and property caused by the negligence of its agents, servants or employees. The Contractor shall ensure all vehicles, equipment and personnel paid for by Tulsa Airports Improvement Trust remain within the confines of TUL property unless prior approval is received from TAIT's CEO or designee.

The ARFF Facility must be maintained in a neat and clean appearance by the Contractor. The Contractor shall be responsible for the removal of snow and ice which would interfere with operational effectiveness of the facility.

The Airport will furnish small items such as light bulbs, restroom and cleaning supplies and janitorial supplies. The Contractor must maintain and care for the entire ARFF facility including all adjacent areas of the facility. This includes any mowing and trimming around the ARFF facility and adjacent

areas.

The minimum mandatory requirements and qualifications for the Fire Chief/Manager, Officer/Station Supervisor, and the Fire/Fire Safety Officer are contained in Appendix "A" attached.

The Contractor is responsible for employee training or testing required by federal, state, or local rules or regulations in order to meet existing compliance requirements in regard to the positions or the minimum operational requirements. The ARFF training curriculum shall be available at all times for inspection and review by TAIT or by FAA.

CDL-B licenses: Possession of these licenses is required under the minimum mandatory requirements for qualifications as contained in Appendix "A".

The Contractor must ensure that personnel are provided with adequate uniforms consistent with standard fire department wear. Contractor shall ensure that such uniforms are maintained in a clean and neat appearance and are replaced as required to maintain a professional appearance. The Contractor shall be responsible for providing all uniforms and PPE requirements. In the event that regulations and PPE requirements change Contractor will provide compliant gear and protective equipment.

Contractor must insure that, in addition to fully loaded ARFF vehicles, a minimum of (1,000) one thousand (1,000) gallons of extinguishing foam will be on hand or on order at all times. Subject to prior order authorization in writing, TAIT will be responsible for payment of foam purchases which will be budgeted annually.

TAIT will supply a stove, refrigerator, sink, microwave, washer, and dryer, in the fire station Firehouse for ARFF employees' sole use.

TAIT will supply and maintain a copy machine to be used for the duplication of reports, training materials, or other required forms or paperwork. The Contractor shall supply such materials and supplies as necessary for use with such copier as well as supply and maintain adequate paper and office supplies to carry out the ARFF mission.

TAIT will supply two (2) computer terminals with secure access for ARFF business duties and training records digital storage. Contractor will provide its own computer system and accessories for the conduct of other administrative business.

The Contractor must supply and maintain training equipment as appropriate and required to effectively carry out the training aspects of the contract -e.g. monitor, projector for PowerPoint presentations, screen, etc.

The Contractor must be familiar with Tulsa International Airport's Certification Manual, Airport Emergency Plan, and applicable portions of the Airport Security Program as they relate to ARFF and the following areas, as example, but not limited to:

Aircraft Accident	Disabled Aircraft Personal Injury and Illness, Bomb Threats and Hoax , Structural Fires, Natural Disasters
Civil Disturbances	Aircraft Hijack
Radiation Accident or Nuclear Attack	Hazardous Material; Security Violation/Breach
Security of the Perimeter	Security of the Aircraft Operations Area

Determination of compliance with all the provisions of this contract shall rest solely with Tulsa Airports Improvement Trust.

To meet the requirements of 14 CFR Part 139, Contractor must annually submit a letter to TAIT certifying that the contractor meets and exceeds the applicable requirements of Part 139 and will continue to meet and exceed these requirements. This letter must be supplied at the beginning of the contract term and each twelve consecutive months thereafter.

Information provided by or on behalf of TAIT. Contractor shall assess all risks related to providing ARFF services and independently verify and confirm all information supplied to it by or on behalf of TAIT and upon which Contractor elects to rely in connection herewith. Except as may reasonably be requested by Contractor, or as is expressly permitted by this Proposal, Contractor shall have no right to relief hereunder, or to make any claim against TAIT, or to seek any adjustment to compensation as the result of any error, omission, or insufficiency relating to any information provided to Contractor by or on behalf of TAIT in connection with this Proposal.

Responsibility for Personnel Contractor-Related Entities. All obligations of Contractor hereunder shall be performed by Contractor-Related Entities. Contractor shall be fully responsible, in accordance with the terms and conditions of the Proposal Documents, for all Work performed by Contractor-Related Entities.

Contractor shall, as between itself and TAIT, be responsible and liable to TAIT for, and not relieved of, its obligations under the Proposal Documents by, the acts, omissions, breaches, defaults, non-compliance, negligence, willful misconduct, or other legal fault of each Contractor-Related Entity and all references in this Proposal to any act, omission, breach, default, non-compliance, negligence, willful misconduct, or other legal fault of Contractor will be construed accordingly to include any such act, omission, breach, default, non-compliance, negligence, willful misconduct or other legal fault committed by any other Contractor-Related Entity.

Designated Representative. The individual identified in Exhibit “D” as the “Designated Representative” shall, until further designation under this Section, act as the designated representative of Contractor with respect to the Agreement and shall coordinate with the Airport Director of Operations, as to administrative matters under this Proposal. Contractor may replace the individual designated as its representative under this Agreement from time to time by written notice to TAIT, subject to the reasonable approval of the Chief Executive Officer. Contractor shall replace

the individual designated as its representative under this Proposal at any time upon reasonable written notice by TAIT in TAIT's reasonable discretion. TAIT must provide written justification for such request, and allow Contractor to respond, prior to removal. Any individual designated as the representative of Contractor under this Proposal shall have sufficient qualifications and experience to serve as Contractor's representative hereunder and shall be vested with the authority to act on behalf of Contractor, to receive notices on behalf of Contractor and to make binding decisions with respect to the performance of the service. The designated representative shall be TAIT's primary contact for the performance and delivery and shall be available, as required, for the benefit of TAIT.

If at any time during the Term or extended Term of this Agreement, TAIT believes any ARFF Personnel provided by the Contractor is not performing his/her duties under the Agreement, including, but not limited to: not acting in the best interests of the Airport, dereliction of duties, or insubordination, TAIT will provide reasonable written notice (reasonable depending upon the circumstances and level of severity or urgency of such conduct) to the Designated Representative. The notice must be detailed and provide evidence of such non-performance or objectionable conduct.

Upon the receipt of such notice, Contractor shall provide in a reasonable time, a written response (reasonable depending upon the circumstances and level of severity or urgency of such conduct). The response must include what disciplinary action, up to and including termination, they propose to remedy the non-performance or other objectionable conduct.

If TAIT believes the disciplinary action is not sufficient, TAIT and the Contractor will meet to resolve the issue. If no resolution can be found, the failure to find an adequate resolution acceptable to TAIT shall be considered a breach of this Agreement.

SECTION 6 – PROPOSAL COMPENSATION – GENERAL PAYMENT REQUIREMENTS

In addition to TAIT's other rights and any provision hereof to the contrary notwithstanding and to the extent reasonably necessary to protect itself, TAIT shall not be obligated to make any payment (whether a progress payment or final payment) to Contractor hereunder if any one or more of the following conditions exist:

1. Contractor is in material breach or default of the Agreement;
2. Any part of such payment is attributable to services, which are not performed in accordance with this Proposal; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this Proposal;
3. Contractor has failed to make payments promptly to Subcontractors or other third parties used in connection with the services for which TAIT has made payment to Contractor; or,
4. Nothing contained herein will require TAIT to pay Contractor an aggregate amount

exceeding the Proposal Price.

5. Contractor shall promptly pay all bills validly due and owing for labor in connection with the manufacture and delivery of service.

SECTION 7 - REPRESENTATIONS AND WARRANTIES

A. REPRESENTATIONS AND WARRANTIES OF TAIT.

1. Tulsa Airports Improvement Trust has full legal right, power and authority to enter into and to perform its obligations under this Proposal.
2. This Proposal has been duly authorized, executed and delivered by all necessary action of TAIT and constitutes a legal, valid, and binding obligation of TAIT, enforceable against TAIT in accordance with its terms.

B. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.

Contractor is duly organized, validly existing and in good standing. Contractor has the authority to do business in the State of Oklahoma and in any state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Proposal.

This Proposal has been duly authorized, executed and delivered by all necessary corporate action of Contractor and constitutes a legal valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except to the extent that its enforceability may be limited by the Bankruptcy Code or by equitable principles of general application.

To the best of its knowledge after due inquiry, neither the execution nor delivery by Contractor of this Proposal nor the performance by Contractor of its obligations in connection with the transactions contemplated hereby nor the fulfillment by Contractor of the terms or conditions hereof: (a) conflicts with, violates, or results in a breach of any constitution, law, governmental regulation, by-laws, or certificates of incorporation applicable to Contractor; or, (b) conflicts with, violates or results in a breach of any order, judgment, or decree, or any Proposal, agreement, or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

No approval, authorization, order or consent of, or declaration, registration, or filing with, any governmental authority is required for the valid execution and delivery of this Proposal by Contractor except as such have been duly obtained or made.

Except as disclosed in writing to TAIT, there is no legal proceeding, at law or in equity, before or by any court, arbitral tribunal, or other governmental authority pending or, to the best of Contractor's knowledge after due inquiry, overtly threatened or publicly announced against

Contractor, in which an unfavorable decision, ruling, or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Proposal by Contractor or the validity, legality, or enforceability of this Proposal against Contractor, or any other agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or on the ability of Contractor to perform its obligations hereunder or under any such other agreement or instrument.

Except as disclosed in writing to TAIT, there are no material and adverse claims or demands based in environmental, proposal, or tort law pending or threatened against Contractor or any of its affiliated entities that would have a material and adverse effect upon the ability of Contractor to perform the Work.

Neither Contractor nor any of its Affiliates has any knowledge of any material violation of any law, order, rule, or regulation.

The information supplied and the representations and warranties made by Contractor in all submittals made in response to the RFP with respect to Contractor (and to its knowledge, all information supplied in such submittals with respect to any Affiliate or Contractor's-Related Entity) are true, correct, and complete in all material respects.

Contractor is under no obligation, commitment or impediment of any kind, whether contractual or otherwise, that will limit or prevent performance of its obligations under this Proposal.

Contractor is financially secure and no action relating to the Bankruptcy Code or suspension of payments by Contractor or any Affiliate has, to the best of its knowledge after due inquiry, been taken or is threatened.

Contractor has examined, carefully studied, and thoroughly understands the Proposal Documents and any referenced materials and their obligations thereunder.

Contractor has become familiar with and is satisfied as to the general, local, and delivery conditions that may affect cost, progress, and performance of the delivery;

Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the service;

Contractor warrants that it shall perform all ARFF Services in a good and workmanlike manner, meeting the standard of quality prevailing in service. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work. With respect to personnel and positions provided in their RFP, the Contractor warrants:

- that all positions are filled by offering existing personnel opportunities title, design, material, and workmanship;
- that each position meets or exceeds Proposal's specifications and requirements for the

- service, and
- that each position is compensated in accordance to proposal's specification and existing personnel filling positions are provided the opportunity to remain and become employees of new service provider.

SECTION 8 – BID REQUIREMENTS

A. BID REQUIREMENTS:

1. Bids not conforming to the following requirements may be rejected:
 - i. Bids will consist of, and shall be made on either the attached Bid Form or format substantially comparable.
 - ii. A virtual pre-bid meeting is scheduled for Wednesday, July 29, 2020 at 10:00 A.M. central time. Prospective bidders MUST attend the pre-bid meeting and have two-way video capabilities enabled. Bids will not be accepted from companies which do not attend.
 - iii. All bids must be accompanied by a bid bond or a certified cashiers' check in the amount of ten percent (10%) of the amount of the year one bid price.
 - iv. All bidders must have the ability to place a performance bond in the amount of one hundred (100%) percent of the amount of the bid price for the complete year, January 1, 2021 to December 31, 2021 (the amount bid in Item One above).
 - v. The bid and/or performance bonds must be issued by companies licensed to do business in Oklahoma.
 - vi. Contractors must submit a completed Company Questionnaire Exhibit 'E' and submit a statement of their experience in the conduct of AIRCRAFT RESCUE & FIREFIGHTING (ARFF) SERVICES, a current financial statement and a comprehensive description of the proposed method of providing AIRCRAFT RESCUE & FIREFIGHTING SERVICES, all substantially in the form attached to these documents. Each Contractor should furnish any additional data, exhibits, or statements which they deem essential and pertinent to assure total understanding and evaluation by Tulsa Airports Improvement Trust.
 - vii. Contractor must submit with the bid, resumes of the proposed Fire Chief and Command Officers for review as part of the bid. Award of Contract shall be based on review of proposed personnel, company experience, meeting the bid package submitted, and cost to administer service.
 - viii. Contractor must submit with the bid, a salary schedule provided for all employees, and a list of proposed benefits.

- ix. Bids must be submitted in such a manner as to make them complete and free from ambiguity, without alterations and erasures and must be properly signed by the Contractor or its legally authorized officer or agent. In the event of a discrepancy between the dollar amount written and those given in numerals on the Bid Form, the amount in writing will be considered the bid.
- x. The Bid Form and all other data and information required by these instructions must be submitted in a sealed envelope clearly identified as “AIRCRAFT RESCUE & FIREFIGHTING SERVICES”.
- xi. Contractor must complete and sign the Provision For ARFF Services Agreement, the Non-Collusion Affidavit and Payment Affidavit attached hereto.

B. BID PRICE:

The amount to be shown as the bid price on the Bid Form in Item one is to be the Year one bid price. The year one bid price for the purpose of this bid will include the term from January 1, 2021 to December 31, 2021 to administer the AIRCRAFT RESCUE & FIREFIGHTING SERVICES.

The procedure for calculating subsequent years of the contract is described in Section 32.2 and illustrated in Appendix “B”.

C. BID OPENING:

Bids will be publicly opened and read as specified in the Invitation to Bid, with all interested persons invited to attend. Any bid received after the scheduled time for receipt of such bids will be returned to the Contractor unopened.

SECTION 9 – BADGE HOLDER REQUIREMENTS AND RESPONSIBILITIES

TSA’s approved security program for TUL requires that each person issued a security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of TUL.

All persons within the restricted air operation areas of TUL are required to display, on their person, a TUL security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each TUL employee, TUL Contractor, subcontractor or tenant employee who has been issued a TUL security badge is responsible for challenging any individual who is not properly displaying a TUL issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid TUL security badge must immediately be referred to Airport Dispatch (918) 838-5030 and request LEO assistance for proper handling.

All TUL security badges are the property of TAIT and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge must be reported immediately, but not longer than 24 hours to the Security Office (918) 838-5090. Individuals who lose their badge are required to pay a fee before receiving a replacement badge. The charge for lost badge replacement will be at the current posted rate located in the Security Office. A report shall be made before a replacement badge will be issued.

TUL security badges are not nontransferable.

In the event that a Contractor’s badge is not returned to TUL upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge will be charged to Contractor. Contractor’s final payment may be held by TAIT or a deduction from Contractor’s payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.

Contractor shall submit the names, addresses, and driver’s license numbers for all Contractor personnel who will be engaged in work under this Contract to TUL security a minimum of fourteen (14) days before the start of any new Contractor personnel and/or prior to the start of any work.

No Contractor personnel, shall be used in the performance of this Contract who has not passed the background check.

SECTION 10 – STAFFING LEVEL REQUIREMENTS

A. STAFFING LEVEL REQUIREMENTS

1. It is a term of the Contract that Contractor be fully aware of all services outlined in this Scope of Work. Contractor must supply sufficient staffing levels to support all services continuously, and have additional staff prepared and trained to cover sick days and vacations for Contractor’s personnel.
2. Contractor shall provide the following staffing levels, per shift, for ARFF services. In the event TUL’s activity increases significantly and TAIT is required to increase the ARFF Index, Contractor will provide pricing for these services as well. Staffing requirements are detailed below for each 24-hour period. The ARFF Chief position listed below is expected to work an administrative shift not less than forty (40) hours per week, and shall be available for emergency recall at any time or day.

REGULAR/DAILY STAFFING	
Classification	Schedule

1 Chief Officer/Manager	M-F – Days Administrative position
1 Station Supervisor/Fire Officer	Each Shift
Fire Safety Officer/Firefighters	Each Shift
All staff positions must be EMT-Basic certified	

SECTION 11 – QUALIFICATIONS FOR ARFF PERSONNEL

A. QUALIFICATIONS FOR ARFF PERSONNEL

Listed below are the minimum qualifications as required by TAIT. Contractor may require additional qualifications for all personnel above and beyond TAIT’s requirements at the discretion of Contractor. Contractor shall provide TAIT with a certification of each employee's experience and training prior to contract transition date.

B. GENERAL REQUIREMENTS OF ALL PERSONNEL

1. Must be at least 18 years of age.
2. Must possess a high school diploma or equivalent.
3. Must be fluent in English, both verbal and written.
4. Must be able to pass a fingerprint based criminal history record check (CHRC) in accordance with 49 CFR 1542 and TSA Security Threat Assessment (i.e. SIDA Badge eligibility).
5. If any employee is arrested for a disqualifying crime as defined by the TSA or felony during his or her employment at TUL, TUL Airport Security must be notified immediately, and the individual will not perform duties under this Contract pending final resolution of the investigation by law enforcement agencies.
6. Must complete National Incident Management System (NIMS) Incident Command System (ICS) 100, 200, 700, 800.
7. Must have acquired and maintain EMT and Hazardous Materials Operations Level Certifications valid in the State of Oklahoma.
8. Must complete any other training courses as needed and requested by TAIT, to include recurrent training.
9. Must have the ability to exercise sound judgment and render immediate, appropriate decisions under stressful situations.
10. Maturity in conduct, behavior and attitude.
11. Ability to take orders, follow instructions accept and assume responsibility for one's actions.
12. Alertness, attentiveness and professional conduct. Ability to recognize, respond and take appropriate actions during emergency situations.

13. Must be courteous in interpersonal interactions with the general public, Airport, and tenants.
14. Must be well groomed and neat in appearance.

C. ARFF CHIEF OFFICER REQUIREMENTS

1. Must have experience of rescue and firefighting techniques at a commercial and/or military airport.
2. Knowledge and understanding of Federal, State and local laws, regulations and procedures governing ARFF responsibilities.
3. Ability to make decisions under emergency conditions that affect lives, safety and property of others.
4. Ability to supervise, to direct and to coordinate public safety personnel.
5. Ability to prepare explicit detailed reports on public safety work.
6. Ability to establish and maintain professional working relationships with Airport, emergency responders, tenants and the general public.
7. Under the general oversight of Director of Operations, serve as the ARFF Chief at TUL.
8. Is subject to emergency recall in the event of an incident requiring ARFF services. ARFF Chief must possess a cellular phone internet/e-mail accessible handheld device in order to be contacted by and respond to Airport management 24 hours per day, 7 days per week. ARFF Chief must respond immediately to a call.
9. Attend and participate in TAIT's designated safety and security meetings, and actively participate in drill planning and execution. Effectively manage the general public and tenants, in emergency situations.
10. Investigate and resolve all complaints made against Contractor's personnel, keep detailed records of all actions taken, and regularly submit written reports to TAIT.
11. Layout, assign, schedule and coordinate the work of firefighters.
12. Supervise ARFF staff in the care and maintenance of the Fire Station and all ARFF Equipment.
13. In conjunction with TAIT staff, develop standard operating procedures governing responses to and operations for any ARFF related incidents, aircraft accidents and or rescue for on or off airport.
14. Respond to incidents and take command of public safety activities, including assessment of the techniques to be employed in any ARFF related incidents.
15. Recommend and implement new or revised departmental regulations and procedures.
16. Assist in developing and updating mutual aid plans for public safety operations with TUL and local officials.

17. Be responsible for the documentation of daily ARFF vehicle inspection, related ARFF equipment and ARFF facility inspections.
18. Assist TAIT in the development of technical specifications for any equipment or supplies not covered under Contract or as a result of changing regulations.
19. Keep records and prepare reports as directed.
20. Coordinate, assist, and direct activities as required by Federal, State and local agencies in matters relating to ARFF activities.
21. Ensure the appropriate training of all ARFF personnel and maintain detailed documentation of all training. The ARFF Chief shall be directly responsible for ARFF Training Program in its entirety.
22. Review and post all training reports.
23. Update all training records as needed.
24. Schedule and conduct special training and drills to ensure the readiness of all ARFF personnel.
25. Conduct all training as required by FAA to ensure continuous compliance with the FAA established ARFF training requirements.
26. Conduct and make available to all TUL tenants, an FAA- approved Fueling Safety Supervisory Course. Course must comply with AC 150/5230-4B or current version and be approved through FAA no later than six (6) months from commencement of the awarded contract
27. Conduct and make available to all TUL tenants a Fuel Safety / Hand held extinguisher training course to satisfy AC 150/5230-4B or current version

D. SHIFT OFFICER REQUIREMENTS

1. Five (5) years' experience as a Firefighter.
2. Sufficient experience to lead in a supervisory role.
3. Sufficient experience to serve in a supervisory or lead role directing staff responding to emergency situations.
4. Knowledge of the operation of ARFF vehicles and equipment.
5. Knowledge of the FAA regulations governing ARFF services at a commercial service airport.
6. Knowledge of FAA requirements for ARFF training and record management.
7. Respond to aircraft incidents at the Airport; make decisions determining the best method of response.
8. Serve as the Incident Commander until relieved, implementing command and control while exercising ICS principles.
9. Respond to hazardous materials (HAZMAT) incidents and determine the best method of

response.

10. Assure continuous ARFF Program readiness including equipment, personnel and training.
11. Provide direction to subordinate personnel on the assigned shift.
12. Provide effective supervision of staff responding to emergency situations.
13. Train, document and continuously test ARFF personnel to ensure compliance with FAA requirements.
14. Ensure, at minimum, quarterly inspections of mobile fueling equipment, fuel storage facilities and provide related training to TAIT and TUL staff and tenants as directed.

E. EMERGENCY MEDICAL TECHNICIAN REQUIREMENTS (WHERE APPLICABLE)

1. Certified EMT as licensed by Oklahoma State Department of Health.
2. Completed and is currently certified as EMT and physically able to respond to medical emergencies.
3. Possess current licenses/certifications and credentials as required by the State of Oklahoma and County of Tulsa.
4. Completed training meeting the requirements of 14 CFR 139.319.
5. EMT may be required to respond to various locations throughout the Airport within minimum response times to provide medical services to TUL, tenants or passengers.

SECTION 12 – CONTRACTOR RESPONSIBILITIES

TAIT anticipates the Contract between TAIT and Contractor will be executed within ninety (90) days of contract execution by the parties, and verification of certificates of insurance to allow Contractor time to prepare for Contract start date of January 1, 2021. Prior to the start date, Contractor and its staff will be required to attend all required FAA training to fulfill requirements of this agreement. Contractor will also be required to have complete familiarization with the Airport, its facilities, any SIDA, Driver Training, and be prepared to fully comply with all Contract provisions two (2) weeks prior to the start date.

Contractor must perform its contractual obligations in accordance with the highest standards and comply with any and all requirements of all federal, state, or local statutes, ordinances, regulations and standards including, but not limited to, rules and regulations promulgated from time to time by TAIT.

Contractor is required to provide trained personnel who shall meet all requirements under FAA FAR Part 139 entitled, "Certification of Airports", current edition, and NFPA recommended Practices and Standards and or as awarded.

Contractor shall make corporate management personnel immediately available to TAIT 24 hours per day, every day of the year.

Contractor shall pay all salaries, including all Federal, State, and local taxes or other incidental

expenses relating to such personnel.

Contractor shall immediately remove from duty any employee whom TAIT deems not to meet any of the terms and conditions of this Contract. Upon such removal, Contractor shall replace the employee with another qualified individual. At no time shall the staffing level be allowed to go below the required level as set forth in this Contract.

In the event that a vehicle is taken out of service, Contractor must notify TAIT immediately. Contractor shall develop and maintain a maintenance checklist, in accordance with manufacturer's recommendations, for each vehicle. This checklist must meet NFPA, FAA and the manufacturer's requirements for service for each specific piece of apparatus and or equipment. A regular program of washing and waxing the apparatus and equipment shall be made and included in the service checklist and performed by Contractor.

Contractor's employees shall not communicate with the media or outside organization regarding their work at the TUL without the express permission of TAIT CEO or designated representative.

ARFF Fire Chief and his staff are expected to develop and maintain good working relationships with all Airport, employees, tenant representatives, and other Federal, State, local governmental representatives.

Contractor must provide an annual medical physical program for their personnel. Contractor will be responsible for physician, laboratory, medical and technical support for said program. Contractor will establish a formal physical fitness program for their employees. Contractor will provide all required physical fitness equipment necessary to carry out the physical fitness program. Contractor must insure compliance with the physical fitness program by instituting an oversight/audit program. Contractor shall maintain all medical and physical fitness records.

Contractor must institute and maintain an employee occupational health and safety program. This program will provide employees with a means to report health and safety concerns and receive resolution of those concerns in a timely manner. This program will also provide monthly safety training, shift safety briefs, and ensure that no reprisals for reporting of safety violations exist. Contractor must maintain records on all safety training and shift safety briefs. Contractor must maintain files of all health safety concerns and how those concerns were addressed.

Contractor must develop reporting forms such as training records; log books, and for all other record retention related to ARFF functions or additional services. These records are to be kept on airport premises and made readily available for inspection by TAIT Administration, FAA, NTSB, and State of Oklahoma Agencies. Contractor will ensure that complete and proper reports are submitted as required to TAIT.

Contractor must maintain a log of all response activity, and by type of activity. Such information will be provided on a monthly basis as requested with an annual report to TAIT's Director of Operations.

SECTION 13 – CONTRACTOR EMERGENCY RESPONSE AND COORDINATION

Contractor must provide services in compliance with the Airport Certification Manual, Emergency Plan and Airport Security Program as it applies to ARFF services in the following areas including, but not limited to:

- Aircraft Incidents and Accidents
- Terrorism Incidents
- Fuel Farm and Fuel Storage Area Fires
- Natural Disasters
- Hazardous Materials Incidents
- Sabotage, Hijack, and other Unlawful Interference with Airport Operations

Contractor must respond to all emergencies within the Airport boundaries to render assistance in strict compliance with the Airport Emergency Plan, Airport Certification Manual, and Mutual Aid Agreements, and as further defined in the ARFF Station Standard Operating Procedures to be developed in agreement with Airport.

Contractor must assist in providing emergency egress to passengers involved in accidents/incidents at the Airport.

Contractor's personnel must respond to medical emergencies on Airport premises inside the Airport Operating Area. Contractor will not be primary responder for internal facility emergencies. Contractor's personnel must be trained, certified as Emergency Medical Technicians (EMT) and able to provide Basic Life Support (BLS) of such incidents. Contractor's personnel will coordinate efforts with TUL Law Enforcement personnel, Tulsa Fire Department, and Tulsa EMSA ambulance personnel who arrive on scene, and will either remain on scene or be relieved by other responders as appropriate. This service is to be provided as part of the Contract and Contractor will not be allowed to bill the person to whom medical services are provided. Contractor will be responsible for the expense of all Emergency Medical Services (EMS), related EMT training, certification and re-certification and maintenance of all Emergency medical equipment. Contractor will be responsible for all supplies. Contractor will also be responsible for the re-supply of medical supplies and equipment for ARFF and EMS Programs.

In emergency events, Contractor shall assist TAIT with any support functions associated with that emergency.

Contractor shall further respond as directed by TAIT to any emergency, operational situation, or other event deemed by TAIT to respond.

Contractor shall assist TAIT in developing and revising Mutual Aid Agreements, Airport Emergency Plans, emergency communication protocols, response protocols and similar emergency protocols and planning procedures.

Contractor shall assist TAIT in all emergency planning activities and exercises as required by TAIT and the FAA.

SECTION 14 – FIRE AND LIFE SAFETY INSPECTION AND SPECIAL PROGRAMS

A. FUEL STORAGE, HANDLING AND DISPENSING

Contractor personnel will inspect all fuel storage, handling, dispensing, facilities, and aircraft refueler vehicles as needed and/or on a quarterly basis, for compliance with Uniform Fire Code and FAA requirements. Contractor will work in cooperation with Airport fuel storage, operators handling, and dispensing facilities to ensure compliance with FAA requirements. The documentation of these inspections and corrective actions must be made available to TAIT, FAA or other governmental organization as directed by TAIT at all times.

B. FUELING SAFETY SUPERVISORY COURSE

Contractor ARFF personnel will provide operating safety and fire prevention classes know as Fueling Safety Supervisory Course for aircraft refueler employees of Fixed Base Operators, Refueler Operators, and any other entity TAIT approves. This course will comply with AC 150/5230-4B or current version thereof. TAIT is responsible for material costs and billing associated with these classes. The Fire Chief will provide budgeted amount annually, and agreed amount must be approved by TAIT's CEO or designee.

C. AIRPORT EMPLOYEE FIRE SAFETY TRAINING

Contractor will provide Fuel safety training including, Fire Extinguisher use to Airport employees, air carrier, tenants, and Fixed Base Operators at the TUL. Classes will be scheduled at the discretion of the ARFF Fire Chief Officer, based on the availability of resources and time commitments.

SECTION 15 – CONTRACTOR'S OTHER DUTIES

On a daily basis, Contractor must be a visible presence on the airfield and TUL premises by driving within the Airport boundaries.

Contractor must participate in formal tours of the ARFF facilities, equipment and other components of the ARFF Program as requested TAIT.

Contractor must be required to perform and record testing of all equipment containing dry chemicals, in accordance with manufacturer, FAA, and NFPA recommendations.

Contractor shall be required to perform and record refractometer testing of all equipment containing aqueous film forming foam agent at least annually, or as required by FAA Regulations.

At the request of TAIT, Contractor shall participate in community related events such as public outreach, parades, or similar activities.

SECTION 16 – FACILITIES

A. FIRE STATION / OPERATIONS FACILITY

The Airport fire station is to be used by the Contractor in the provision of ARFF services. This facility including all utility services and repairs will be provided at no cost to Contractor.

B. FIRE STATION EQUIPMENT AND FURNISHINGS

TAIT will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the Airport. Contractor, at its option and cost, may provide additional equipment or replacement items necessary for the operation of the fire station with TAIT concurrence.

Such items shall remain the property of Contractor. The property and inventory tracking and management procedures of TAIT and Contractor will be used, as appropriate to ownership, for all designated property.

C. FIRE STATION/OPERATIONS CENTER SUPPLIES

TAIT will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by TAIT and budgeted annually.

SECTION 17 – TAIT’S RESPONSIBILITIES FOR ARFF FIRE STATION

TAIT retains all rights and access to the ARFF station, including, but not limited to, utilization as an Emergency Operations Center (EOC), relocation of Air Traffic Control services, training, storage, or to host TAIT sponsored events.

TAIT shall be responsible for all phone service for its business functions. Said service shall have voice mail capability and multiple (at least two) available lines. Said service shall be compatible with the existing primary crash phone and land lines from the Air Traffic Control Tower to the fire station.

TAIT is responsible for installing the crash phone and business phones. TAIT will maintain the existing primary crash phone system. TAIT provided phones are not to be used for anything other than official business and are subject to audits by TAIT.

Any and all requests for changes, alterations and/or improvements shall be submitted to TAIT.

TAIT shall be responsible for the replacement, repair and maintenance of any all appliances including beds, stove, refrigerator, washing machine, dryer, etc.

SECTION 18 – CONTRACTOR’S RESPONSIBILITIES FOR ARFF FIRE STATION / OPERATIONS CENTER

Contractor shall be responsible for the cleaning of the ARFF building.

Contractor shall be responsible to provide personal bedding (e.g. pillows, sheets, blankets,

comforters) and kitchen supplies.

Contractor shall ensure the building and immediate area which houses the fire equipment shall be maintained in a neat and clean appearance and condition at all times.

Contractor shall secure the ARFF facility and control unauthorized access to the Air Operations Area (AOA) at all times.

Upon expiration of Contract, Contractor shall remove all Contractor owned appliances and furniture from the premises and return the station to its original condition within 14 calendar days, normal wear and tear excepted.

SECTION 19 – REQUIRED APPARATUS ANDEQUIPMENT

TAIT shall provide the ARFF vehicles required for the applicable ARFF Index including all equipment affixed to the ARFF vehicle.

Contractor shall be required to inspect the ARFF vehicles daily and report any vehicle discrepancies to TAIT immediately. Inspections shall be in accordance with all vehicle manufacturer recommendations. Contractor shall ensure that the vehicles are operating, equipped and carrying the appropriate quantities of water and chemicals, including, but not limited to ARFF, in accordance with the requirements of 49 CFR §139.317

SECTION 20 – ARFF APPARATUS ANDEQUIPMENT

A. ARFF APPARATUS ANDEQUIPMENT

TAIT shall be responsible for providing ARFF apparatus to be operated by Contractor personnel.

Apparatus provided will include a full complement of ARFF specific equipment, including required communication equipment, rescue tools, and fire suppression agents.

TAIT shall provide the number and type of ARFF apparatus required by FAA FAR 139.317 for TUL and, in addition, one (1) ARFF heavy fire truck with at least 1,500 gallons of water capacity as a relief unit. Additional ARFF vehicles and support vehicles may be provided for use on TUL or by Contractor as authorized by TAIT and ARFF Fire Chief Officer. All specialized ARFF apparatus purchased under FAA Part 139 requirements will meet the specifications described in the current FAA Advisory Circular for ARFF vehicles applicable at the time they are ordered or purchased.

Contractor is not obligated to provide ARFF specialized apparatus, or other fire apparatus for use on or by TAIT, except as specified in this Contract.

TAIT provided fixed asset equipment is provided in SECTION 5.11.1 and may be modified as equipment is purchased or placed into surplus.

B. ARFF APPARATUS AND EQUIPMENT MAINTENANCE

TAIT and Contractor shall service, maintain, and repair ARFF apparatus and equipment listed in SECTION 5.11.1. Regular apparatus and equipment preventive maintenance and repairs will be completed by TAIT.

C. ARFF APPARATUS AND EQUIPMENT REPLACEMENT

Contractor and TAIT will regularly review the serviceability and performance of TAIT ARFF apparatus. Recommended ARFF apparatus and equipment replacement will be identified during an annual equipment inspection process of TAIT and Contractor. ARFF apparatus replacement will follow FAA guidelines.

D. FUEL

The Airport will provide all fuel for equipment, apparatus, and vehicles covered by this Contract. Contractor will ensure all TAIT provided fuel will be utilized for this Agreement only, and no personal use will be permitted.

SECTION 21– TRAINING

All Contractor personnel must also successfully complete a TUL administered movement area driver training written and a practical test administered by TAIT personnel before driving on the TUL movement areas. Recurrent training/testing is required annually in accordance with FAA FAR 139.

Contractor shall maintain copies of training reports, and on a timely basis, provide appropriate reports to TAIT upon request.

SECTION 22 – RECORDS, REPORTS AND AUDITS

Records and reports which relate to this Contract shall be in writing and made available to TAIT. The format of all records and reports shall be approved by TAIT.

A. RECORDS

The following records shall be maintained by Contractor and may be requested by TAIT to verify Contractor's requested payments:

1. Payroll records as required by local, state and federal laws.
2. Records required by 49 CFR, Part 139.
3. Training, drug-testing, personnel records, certifications/licenses.
4. Complaints, investigations and incident reports.

B. REPORTS

Contractor shall prepare inspection logs, complaint logs, activity logs, and accident and incident reports in a form approved by TAIT. Contractor produced forms are subject to TAIT approval. Accident and incident reports are deemed confidential and are the property of TAIT.

C. AUDITS

During Contract period, TAIT reserves the right to audit, without prior notice, Contractor's records related to this Contract and prior to making final payment for the services rendered.

SECTION 23 – REJECTION OR ACCEPTANCE OF BIDS:

At any time prior to the hour and date set for the opening of the bids, a contractor may withdraw his/her bid. Withdrawal of a previous bid will not preclude the submission of a subsequent bid prior to the hour and date set for the opening of bids. After the scheduled time for opening of bids, no contractor will be permitted to withdraw his/her bid, and in the absence of the Contractor's specific qualifications to the contrary, the submission of a bid will constitute a valid offer, subject to acceptance by TAIT for a period of ninety (90) calendar days following the due date for bids.

TAIT reserves the right to cancel this RFP, waive any irregularities in any bid, to reject any and all bids for whatever reason it deems sufficient, and/or to re-advertise for bids without disclosure of any reason.

The Bid Bond of the successful bidder will be returned upon the successful execution of the Provision of ARFF Services Agreement. Failure of the successful execution to execute the Agreement within 45 days will result in forfeiture of the Bid Bond. The Bid Bond of the second and third most responsible bidders will be retained for a period of 45 days pending execution of the Agreement by the successful bidder. All other Bid Bonds will be returned to the appropriate bidder.

Any bid which is incomplete, conditional, ambiguous, obscure, or which contains additions or alterations not called for, or irregularities of any kind, may be rejected for such reason. In the event of the successful contractor's refusal to enter into an operations contract, the right is reserved to accept the proposal of any other contractor without re- advertisement.

TAIT's selection committee will review the proposals based upon the evaluation criteria and the corresponding weighted value as depicted in Exhibit "G". The selection committee will recommend award to the bidder receiving the highest score. Should two or more proposals score in a statistical tie, TAIT reserves the right to request each tied proposer make a presentation to the selection committee.

SECTION 24 – NOTICE OF AWARD

The successful Bidder will be informed that its proposal has been accepted through a Notice of Award. The Notice of Award, is not considered a binding Agreement. The proper execution of the Provision for ARFF Services Agreement, duly approved by the Trustees of the Tulsa Airports Improvement Trust will serve as the binding agreement.

SECTION 25 – ADDENDA

Should a Contractor have any questions as to the meaning of the proposal documents, he/she shall at once notify the Airport Director of Operations, Tulsa Airports Improvement Trust, via **Email: shawchittum@tulsairports.com**. Corrections, or clarifications, if required, will be made in written addenda to all who have received such documents. TAIT will not be responsible for any other instructions, interpretations or explanations. Words which are not defined herein, have their ordinary meaning.

Addenda, if issued, provided to each known bidder, not later than ten (10) business days prior to the date fixed for opening bids. All addenda so issued shall become part of the Contract Documents and are required to be acknowledged by the Bidder in the space provided on the Bid Form.

SECTION 26 – STATEMENT OF EXPERIENCE

Within your Proposal, and as provided in Exhibit “E”, describe the duration and scope of your experience in providing Airport Services, including such things as: Aircraft Rescue & Firefighting Services experience; number of years’ experience number of airport locations, to include type of airport - e.g. medium hub, and firefighting index; number of large commercial or office customers; volume of business, and other locations which would indicate your ability to provide Aircraft Rescue & Firefighting Services at Tulsa International Airport. Include a list of all your existing airport and large commercial customers and locations.

SECTION 27 – DESCRIPTION OF OPERATION PROPOSED

Within your Proposal, describe how Contractor proposes to carry out the terms of the contract. At a minimum the description should include the following: methodology for scheduling of personnel, level and degree of training personnel have received, safety, quality standards, equipment, etc. Please indicate the methods that the Contractor would employ to encourage additional training and education for advancement of employees (Attach additional pages as necessary.)

SECTION 28 – GENERAL PERFORMANCE REQUIREMENTS

A. RELIANCE

Contractor acknowledges and agrees that TAIT is entering into an Agreement in reliance on Contractor’s expertise with respect to the performance of the service. The service will serve an essential role and will be critically important to enable TAIT to continue to meet its needs and obligations. Contractor shall deliver the service in accordance with the Proposal Standards.

B. SCOPE OF WORK:

The delivery of service is described in the Proposal Documents and the Agreement attached

hereto. The Contractor recognizes this by initialing each Proposal page.

C. REQUIREMENTS:

1. At all times during the Fire Chief's absence, a designated Officer/Station Supervisor shall be in charge and available at the Fire Station.
2. The Contractor shall provide a firefighter on duty in the alarm room of the Fire Station at all times, except when ARFF vehicles are out on response and contact is maintained with the Tower and Airport Dispatch.
3. The Contractor shall ensure that all ARFF personnel are appropriately scheduled to meet FAR Part 139 service requirements. All ARFF personnel and equipment must be ready for service prior to the first air carrier operation of the day. Personnel scheduled to work eight hours or less per day will not be entitled to sleep breaks and are expected to carry out their duties as assigned by the Fire Chief/Station Supervisor.
4. The Contractor must assure TAIT that at the commencement of this Agreement, all personnel are qualified and meet all applicable FAR Part 139 requirements; and all future personnel will be trained to meet all applicable FAR Part 139 requirements before assignment to TUL. The Contractor shall provide training for all personnel to meet the requirements which include qualification under National Fire Protection Association 1003 (Standard for Airport Firefighter Professional Qualifications) and completion of an FAA approved course for Airport Firefighter, prior to assignment as Airport Firefighter. Cost to be included in the proposal and paid by the Contractor.
5. A Full-time Fire Chief MUST be permanently assigned to TUL. He/she shall execute his/her normal duties during regular business hours.

D. CONTRACT PERFORMANCE:

1. The Contractor shall perform the contract in accordance with the highest standards and shall observe and comply with all requirements of Federal State or local statutes, ordinances, regulations and standards.
2. Performance Bond: Contractor shall provide TAIT at the time of delivery of this Contract, duly executed to TAIT, a Performance Bond. Such Performance Bond shall be effective as of the Starting Date hereof and shall be maintained by Contractor throughout the entire term or extended term of this Contract in the amount of 100% of Contractor's Year One contract price.
3. The amount of the Performance Bond may be rounded to the nearest One Thousand Dollars (\$1,000.00). Such Performance Bond shall guarantee the Contractor's faithful performance of all its obligations under this Contract. Any Performance Bond provided by the Contractor under this agreement shall be in a form approved in advance in writing by the CEO and shall be written by a company licensed to do business in the State of Oklahoma. In the event any

Performance Bond provided hereunder shall be for a period of less than the full term of this Contract, The Contractor shall provide a renewal or replacement Performance Bond which complies with the requirements of this Section at least thirty (30) days prior to the date on which the previous Performance Bond expires.

Once a successful bidder is determined and contract signed, bid bonds/cashiers' checks will be returned.

E. LICENSES, CERTIFICATES, PERMITS AND TESTING:

All licenses, certificates, permits, and testing applicable to the conduct of the contract shall be procured and paid for by the Contractor. All taxes and fees applicable to the conduct of the Contractor shall be paid by the Contractor at its sole expense.

F. TRAINING:

The Contractor shall develop an ongoing continuous in-service training program, keep precise records as to what classroom training has transpired, course materials used, hours, dates and attendance records. Such records shall be kept for each individual. The cost of such training shall be borne by the Contractor. The Contractor shall provide training for all personnel to meet the requirements of the FAA, TSA and Training for Airport Firefighters. All training records shall be available for inspection upon request by TAIT, Federal Aviation Administration, or any other agency TAIT may deem appropriate. The inspection may be either announced or unannounced.

G. TIMED RESPONSE DRILLS:

The Contractor shall, on an annual basis, demonstrate to the satisfaction of TAIT, Federal Aviation Administration, or any other agency the Airport CEO or designee may designate, his/her capacity to fight fires in "Timed Response Drills". The hot drills shall be conducted in such a manner as to demonstrate each employee's knowledge and familiarity with firefighting equipment. Each firefighter covered under this contract must complete a hot drill prior to initial duties at TUL and every 12 months thereafter. There is no provision for Hot Drill training to mutual aid companies.

H. AIRPORT FAMILIARITY:

The Contractor and all employees shall be thoroughly familiar with Airport communications and operations procedures and shall be made familiar with the layout and terrain of TUL and locally known landmarks surrounding the Airport.

I. EMPLOYEE QUALIFICATIONS:

The Contractor shall provide TAIT a list of all employees, their experience and qualifications, and the basic manner in which they are rotated on and off duty at least fourteen (14) days prior to Agreement commencement date. When employees are replaced, either temporarily or permanently,

TAIT shall be so notified within 24 hours and provided with a record of the experience and qualifications of the proposed replacement.

J. ADDITIONAL REQUIREMENTS:

1. The Contractor shall develop reporting forms, log books and other records acceptable to TAIT, ensuring that proper entries are made and reports submitted.
2. Such forms, log books and other records shall be the property of TAIT and must be made available for inspection at any time.
3. The Contractor shall report any unusual incidents or conditions to the Airport CEO and Director of Operations or designee.
4. All personnel shall be employees of the Contractor and Contractor is responsible for all salaries, social security taxes, federal and state unemployment insurance and any and all other taxes relating to such employees.
5. The Contractor shall provide all proper safeguards and shall assume all risks in performing the duties for which it is responsible.
6. The Contractor and the Director of Operations or designee shall meet quarterly, at a minimum, to review and discuss items of concern to either party and determine monthly budget variances.
7. The Contractor, under direction of the Airport Director of Operations, shall coordinate ongoing Airport familiarization, emergency related training and response activities with local fire, police, emergency units, hospitals, and other applicable agencies. Records will be maintained by the Contractor of all training and coordination activities with mutual aid agencies.
8. Bidders must submit the names of proposed Fire Chief and Officers. Resumes of proposed Chief and Officers must be included.

SECTION 29 – FIRE CHIEF VEHICLE

TAIT shall provide, at TAIT's expense, one (1) vehicle for fire safety patrol and ARFF Chief related business, including maintenance, fuel, and required radios.

SECTION 30 – COMPLIANCE WITH FEDERAL AVIATION REGULATION PART 139 AND TRANSPORTATION SECURITY ADMINISTRATION REGULATION PART

1542

The Contractor agrees that fines levied upon TAIT through enforcement of Federal Aviation Regulation Part 139 and/or Transportation Security Administration Part 1542, because of acts of, or negligence by, Contractor's employees, agents, suppliers, guests or patrons, shall be borne by the Contractor, if allowed by law.

SECTION 31 – FACILITIES AND EQUIPMENT

TAIT shall furnish for the Contractor's use the following equipment required to meet or exceed FAA's ARFF Certification requirements:

A minimum of three (3) ARFF vehicles: three dry chemical and water/foam vehicles, one (1) will be designated as spare.

The ARFF building, as well as necessary alarm equipment.

Crash-phone (one commercial phone to be provided and paid for by the Contractor).

Communications equipment for ARFF vehicles.

Basic furnishings for the building.

Medical equipment and supplies.

Fuel for the ARFF vehicles shall be furnished by TAIT. The cost of utilities (electric and heat) for the building shall be borne by TAIT.

The Contractor shall furnish Protective fire clothing, and self-contained breathing apparatus following equipment at the contractor's expense:

The Contractor agrees to leave the building, together with the utilities and furnishings therein, in as good condition as the said building, utilities and furnishings existed at the time of the occupancy, reasonable wear and tear excepted.

SECTION 32 – OPTION AND EXTENSIONS

This Contract may be extended for three (3) additional five (5) year terms beyond the basic five (5) year agreement by written mutual agreement executed at least one hundred and eighty (180) days prior to the expiration of the current term. Such extension or extensions shall not include this provision for additional extension.

At the commencement of each subsequent contract year after the effective date of this Agreement, the contract price may be adjusted. Any adjustment shall be confined to a computation of the cost of the service based upon the United States Consumer Price Index (CPI-U) compiled by the Bureau of Labor Statistics of the Department of Labor. Any price revision will be computed by applying the annual percentage of CPI-U change for the most current period to the previous annual price, all normalized to any change in the Index base. In the event that such price index (or a successor or substitute index) is not available, the Implicit Price Deflator Index for Gross Domestic Product compiled by the United States Bureau of Economic Analysis. In no event shall the annual price hereunder increase more than five percent (5%) per year. An example of this price revision computation is appended hereto as Appendix “B”.

SECTION 33 – TERMINATION

This Contract may be terminated by either party on the breach by the other of any of the terms, covenants or conditions of this Contract which are to be kept, performed, or observed by the other party, and the failure to remedy such breach for a period of thirty (30) days after written notice of the existence of such breach.

However, TAIT reserves the right to terminate this contract within seven (7) days if the FAA discontinues Aircraft Rescue & Firefighting requirements or if the scheduled air service is interrupted for any reason (e.g. work stoppage) for a period in excess of thirty (30) days.

TAIT shall have the right to terminate this contract if Contractor files a petition requesting relief or institutes a proceeding under any act, state or federal, relating to the subject of bankruptcy or insolvency; or an involuntary petition in bankruptcy or any other similar proceeding shall be instituted against Contractor and continued for ninety (90) days; or a receiver of all or substantially all of the property of Contractor shall be appointed and the receiver shall not be dismissed for thirty (30) days; or the Lessee shall make any assignment for the benefit of the Lessee's creditors

This Contract may be terminated for convenience at any time upon thirty (30) days written notice to the Contractor if it is determined, at the sole discretion of TAIT that the Contractor fails to meet any of the obligations or standards for ARFF services required by the contract.

This Contract may be terminated by either party by the lawful assumption by the United States Government, the State of Oklahoma, or any authorized governmental entity thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict Contractor for a period of at least thirty (30) days, from providing ARFF

service thereon. In this event, Contractors shall have no right of recovery against TAIT, but shall make its case against the United States, the State of Oklahoma or any other governmental entity, as the case may be.

SECTION 34 - INDEMNIFICATION INSURANCE AND BOND REQUIREMENTS

In consideration of the utilization of Contractor's services by Tulsa Airports Improvement Trust and other valuable consideration, the receipt of which is hereby acknowledged, Contractor agrees that all persons furnished by Contractor shall be considered the Contractor's employees or agents and that Contractor shall be responsible for payment of all unemployment, social security, and other payroll taxes including contributions from them when required by law, and including worker's compensation insurance.

Contractor hereby agrees to protect, defend, indemnify, and hold Tulsa Airports Improvement Trust and their employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by Tulsa Airports Improvement Trust arising in favor of any party, including claims, liens, debts, personal injuries, including employees of TAIT, death or damages to property (including property of Tulsa Airports Improvement Trust) and without limitation by or in any way incident to, in connection with or arising directly or indirectly out of this Contractor agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Contractor.

Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or TAIT to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of TAIT from liability for damages or injuries to third persons or property arising from Contractor's performance hereunder.

No Liens or Encumbrances. Contractor shall promptly pay or satisfy claims of all persons who have performed labor or furnished material by it or on its behalf for construction of any improvements required under this Contract and all bills, costs or claims of whatever kind, which may at law or equity become a lien upon said work, or a claim against the Airport Premises; provided, however, that Contractor may contest the amount or validity of any claim without being in default of this Agreement upon furnishing security satisfactory to counsel for TAIT, guaranteeing such claim will be properly discharged forthwith if such contest is finally determined against Contractor.

Contractor agrees to maintain in full force and effect:

General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, Explosion, Collapse, and Underground ("XCU") coverage, and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be

\$10,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$10,000,000 each accident, combined single limit for bodily injury and property damage.

Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$5,000,000 each accident, combined single limit for bodily injury and property damage. (This applies only if the company asked to have a company owned vehicle on the AOA. It would then require the automobile requirements as mentioned.)

The Contractor maintains general liability insurance as indicated in Section A covering all of your companies' actions whether on or off airport, whether on or off duty. (The airport maintains a general liability policy, but the contractor insurance is primary).

Worker's Compensation insurance whether or not required, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Contractor.

Insurance companies utilized must be admitted to do business in the State of Oklahoma shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.

Contractor's insurance policies shall contain a Waiver of Subrogation in favor of TAIT, the Tulsa Airport Authority and the City of Tulsa.

Contractor agrees to furnish certificate(s) of the above mentioned insurance to Tulsa Airports Improvement Trust within fourteen (14) days from the date of this agreement and with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to general liability and auto liability insurance, name TAIT, the Tulsa Airport Authority, the City of Tulsa, and their trustees, councilors, agents, officers, servants, and employees, as additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to TAIT at the Airport Administration Office Attention: TAIT Secretary, 7777 Airport Drive, Suite A-211 Tulsa, Oklahoma 74115 at least thirty (30) days in advance of such cancellation or change.

The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the Contractor's indemnification responsibilities to Tulsa Airports Improvement Trust

It shall be the responsibility of Contractor to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

SECTION 35 – ASSIGNMENT

This contract may not be assigned by Contractor without the written consent of Tulsa Airports Improvement Trust which consent shall not be unreasonably withheld. Any assignment made without the written consent of Tulsa Airports Improvement Trust may result in termination of this contract. Tulsa Airports Improvement Trust may assign this contract to any authorized governmental entity which assumes control of TUL.

SECTION 36 – MISREPRESENTATION AND INVALID PROVISIONS

All terms and conditions with respect to this contract are expressly contained herein and Contractor agrees that no representative or agent of TAIT has made any representation or promise with respect to this contract not expressly contained herein. In the event that any covenant, condition, or provision herein contained is held to be invalid by any Court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

SECTION 37 – NOTICES

Except in the case of an emergency, all notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below:

Form of Notice. All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.

Method of Notice. All notices shall be given:

- by delivery in person; or
- by a nationally recognized next day courier service; or
- by first class, registered or certified mail, postage prepaid; or
- by facsimile; or,
- by electronic mail (“e-mail”),

to the address of the party specified below:

if to TAIT

Tulsa Airports Improvement Trust
Attention: Airports CEO
7777 Airport Drive, Suite A211
Tulsa, Oklahoma 74115
notice@tulsaairports.com
Fax: 918-838-5199

and if to Contractor:

COMPANY NAME
Attention:
ADDRESS
CITY, STATE, ZIP
Email:
Fax:

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for delivery on the next business day, (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next business day if transmitted by national overnight courier with confirmation of delivery.

SECTION 38 – PROPOSAL SPECIFICATIONS

A. PROPOSAL SPECIFICATIONS:

The CONTRACTOR shall provide ARFF Services as specified in this proposal:

1. TAIT Contact. Inquiries on all matters pertaining to this Proposal or the process should be directed to:

Shawn Chittum, C.M. ACE
Director of Operations
Tulsa Airports Improvement Trust
7777 Airport Dr., Suite 211
Tulsa, OK. 74115
Email: shawnochittum@tulsaairports.com

Inquiries shall be limited to this Proposal package, or questions related to clarification of the contents of this proposal package. All clarifications will be supplied to all proposers.

2. Responsibility For Proposal

Contractor is responsible for carefully examining the terms and conditions set forth in this proposal, and for otherwise judging for itself all the circumstances and conditions affecting the Contractor's proposal.

Failure on the part of the Contractor to make such examination and to investigate fully and thoroughly shall not be grounds for any declaration that the Contractor did not understand the conditions of the proposal.

3. Proprietary Data

Contractor understands and acknowledges TAIT's and Authority's legal requirements to

comply with the Oklahoma Open Records Act, Okla. Stat. tit. 51 §.24A.1. et.seq. Contractor understands and acknowledges that persons who submit information to public bodies have no right to keep this information from public access nor reasonable expectation that the information will be kept from public access.

Notwithstanding, TAIT does not anticipate the receipt of proprietary data/material related to this proposal. However, if the Contractor provides same, TAIT will handle in strictest confidence all material received in response to this Request for proposals designated “proprietary”, to the extent allowable under the statutory confines of the Open Records Act.

4. Signature on Provision of ARFF Services Agreement

An individual duly authorized to represent and lawfully act on behalf of the Contractor must date and sign, in ink, the Provision of ARFF Services Agreement “Agreement”. The legal name of the Contractor must be typed above the signature of the representative.

If the Contractor is a corporation, the Agreement must be signed by an authorized officer(s), the title of the officer(s) signing the Agreement must be shown, and the corporate seal must be affixed to the Proposal.

If the Contractor is a partnership, the Proposal must be signed by an authorized general partner(s), using the term "Member of Firm" or "Partner". Signature must be notarized.

If the Contractor is an individual, the Proposal must be signed by and in the full name of the Contractor, using the term "doing business as (insert appropriate business name)", or "sole owner". Signature must be notarized.

SECTION 39 – REQUIRED FEDERAL PROVISIONS

A. BREACH OF CONTRACT TERMS:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. BUY AMERICAN PREFERENCES:

Contractor agrees to comply with 49 USC §50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder must complete and submit the Buy America certification included herein within Exhibit “H” and Exhibit “T”.

C. ACCESS TO RECORDS AND REPORTS:

Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide TAIT, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Proposal for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records and reports required under this Proposal for a period of not less than three years after final payment is made and all pending matters are closed.

D. GENERAL CIVIL RIGHTS PROVISION:

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

Title VI Solicitation Notice: The Contractor in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement 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.

E. 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:
- 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.
- Nondiscrimination: 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.

- 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 subcontractors 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.
- 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.
- 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.
- 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 subcontractors, 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.

F. 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 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- AIRPORT and Airway Improvement Act of 1982 (49 USC § 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 Contractor, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 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 USC 1681 et seq).

G. CERTIFICATION OF CONTRACTOR REGARDING DEBARRMENT.

By submitting a bid/proposal under this solicitation, Contractor certifies that neither it

nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

H. DBE SOLICITATION NOTICE

TAIT, 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 proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, that 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.

I. CERTIFICATION REGARDING LOBBYING.

Contractor certifies to the best of his or her knowledge and belief, that:

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

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

The language of this certification was included in the award documents for all sub-awards at all tiers (including subcontractors' sub-grants, and Proposals under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

J. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Contractor certifies that with respect to this solicitation and any resultant Proposal, the Contractor – is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

1. has not knowingly entered into any proposal or subcontractor for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

2. has not entered into any subcontractor for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no proposal shall be awarded to a bidder or subcontractor who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or whose subcontractor are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Contractor agrees that, if awarded a proposal resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontractors. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Contractor has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the Proposal or subcontractor for default at no cost to the Owner or the FAA.

K. VETERAN'S PREFERENCE.

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier Contractor's must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies

when there are covered veterans readily available and qualified to perform the work to which the employment relates.

L. MISCELLANEOUS PROVISIONS

Exhibits. All exhibits hereto are hereby incorporated herein by reference.

Assignments. This Proposal is a purchase and delivery Proposal for Contractor, Contractor's interest in this Proposal, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Entire Proposal; Modifications; Conflicts. This Proposal supersedes all prior agreements, written or oral, between Contractor and Airport and shall constitute the entire Proposal and understanding between the parties with respect to the subject matter hereof. This Proposal and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by Airport.

Captions. The captions of paragraphs in this Proposal are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Contractor and Airport shall both be deemed equally to be the drafters of the Proposal Documents, and the Proposal Documents shall not be construed against Airport or Contractor as the drafter.

Any new laws, codes, or regulations or modifications of existing laws, codes, or regulations which take effect after the signing date of this Proposal which impose additional cost or time may be a basis for adjustment of the Proposal Price and Proposal Time, as appropriate.

Governmental Requirements. Contractor must substantially comply with all Governmental Requirements applicable to Contractor's use of the Airport and operation/utilization of the Airport Premises and improvements thereon. Contractor must also require its guests, invitees, and those doing business with it to comply with all applicable Governmental Requirements

Non-Waiver. If either Party fails to require the other to perform a term of this Proposal, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the others' breach of a term, that waiver does not waive a later breach of this Proposal. An approval or direction by the Airport, or by any other employee or agent of the Airport, of any part of Contractor's performance does not waive compliance with this Proposal or establish a standard of performance other than that required by this Proposal and by law.

Binding Effect. This Proposal shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

Appointment. Airport hereby expressly reserves the right from time to time to designate by notice to Contractor one or more representatives to act partially or wholly for Airport in connection with the performance of Airport's obligations hereunder. Contractor shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

Independent Contractor. Contractor recognizes that it is engaged as an independent Contractor and acknowledges that the Airport will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Airport by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the Airport, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. The Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Law.

Use of Work Products. The Airport may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

Environmental Laws

Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251- 1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000. Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern Hazardous Materials or relate to the protection of human health, safety, or the environment, including but not be limited to:

- the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.;
- the Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.;
- the Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 et seq.;
- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;
- the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.;
- the Clean Air Act as amended, 42 U.S.C. 7401 et seq.;

- the Clean Water Act, 33 U.S.C., Section 1251, et seq.;
- Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.;
- The Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. and those substances defined as hazardous waste or as hazardous substances under the laws of Oklahoma and/or the United States or in regulations promulgated under these laws (collectively, "Environmental Laws"). Within 10 days of receipt Contractor of any invoice relating to a failure or alleged failure of Contractor (or its agent or employee to comply with the Environmental Laws, Contractor shall pay such invoice or reimburse the Airport for any such Airport-paid invoice corresponding to any fines or penalties that may be levied against the Airport by the Environmental Protection Agency, the Oklahoma Department of Environmental Quality, or any other governmental agency. In paying such invoice, the Airport shall not, without Contractor's prior, written consent, prejudice, waive or forfeit, and, the Airport shall reserve in writing with the agency the right of Contractor to contest, dispute or appeal any such fine or penalty

Except as required for equipment operation, the Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Airport, or any other areas or facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" include, but are not limited to:

- all substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws,
- asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or
- any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.

The Airport is subject to the National Pollution Discharge Elimination System Program (NPDES), and the regulations, 40 CFR Part 122, relating to stormwater discharges, for operations at the Airport. Contractor is familiar with these NPDES stormwater regulations, and shall conduct operations in accordance with 40 CFR Part 122, as amended from time to time. Contractor understands that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

Close cooperation is necessary to ensure compliance with any NPDES stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Contractor shall implement "Best Management Practices" as defined in 40 CFR, Part 122.2, as amended from time to time, if necessary to minimize the exposure of stormwater to significant materials generated, stored,

handled, or otherwise used Contractor as defined in the federal stormwater regulations.

The Airport's NPDES stormwater discharge permit and any subsequent amendments, extensions, or renewals are incorporated into this Agreement. Contractor shall be bound by all applicable portions of the permit.

Contractor shall implement the NPDES requirements at its sole expense, unless otherwise agreed to in writing between the Airport and Contractor and shall meet all deadlines that may be imposed or agreed to by the Airport. Time is of the essence.

If either Party asks, the other Party shall provide any non-privileged information submitted to a government entity(ies) under applicable NPDES stormwater regulations.

Contractor appoints the Airport as its agent to negotiate with the appropriate governmental entity(ies) any modifications to the Airport's permit.

The Airport's remedies with regard to Environmental Requirements are cumulative and survive termination of this Agreement.

With no intent to limit Contractor's indemnification to the Airport set forth in the Provision for ARFF Services Agreement, Contractor shall protect, defend and indemnify the Airport and its officers, agents and employees against any loss, cost, claim, demand, penalty, fine, settlement, liability or expense (including but not limited to attorneys' and consultants' fees, court costs and litigation expenses) related to:

Any investigation, monitoring, cleanup, containment, removal, storage

or restoration work performed by the Airport or a third party due to Contractor's, its employees', or agents' use or placement of hazardous materials (of whatever kind or nature, known or unknown) on the Airport premises, or any other areas impacted by this agreement;

Any actual, threatened or alleged hazardous materials contamination of the Airport's premises by Contractor, its employees or agents;

The disposal, release or threatened release of hazardous materials Contractor, its employees or agents at the Airport that affects the soil, air, water, vegetation, buildings, personal property or persons;

Any personal injury, death or property damage (real or personal) arising out of or related to hazardous materials used by Contractor, its employees or agents at the Airport; OR

Any violation by Contractor, its employees or agents of any environmental laws.

This indemnity is not applicable to losses, claims, penalties, fines, settlements, liabilities and expenses that result from conditions existing on the effective date of this agreement or are created by or caused by any entity other than by Contractor or its agent or any employee of either.

M. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/Proposal under this solicitation, the bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

N. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub- grant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

O. ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq.).

Solicitation Clause

- 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 has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor 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 Contract Clause 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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer 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.

P. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of

40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.
- The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.
- Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:
 - Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
 - Fails to meet reasonable contract performance requirements; or
 - Is only available at an unreasonable price.

Q. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark () in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- Certifications.
- The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA AIRPORTs District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions – for purposes of the certifications above:

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

SECTION 40 – AIRPORT SECURITY

The Transportation Security Administration (TSA) may assess fines and/or penalties for Contractor's non-compliance with the provisions of 49 CFR Part 1542 entitled "Airport Security," as amended from time to time, or by agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within 10 days after receiving written notice from the Director stating the amount of any fine or penalty, Contractor shall reimburse TAIT for any fine or penalty assessed against TAIT because of Contractor's non-compliance with 49 CFR Part 1542 Airport Security or other applicable laws or regulations.

SECTION 41- EXCEPTIONS

TAIT may accept Proposals that have exceptions. Exceptions must be clearly identified with a justification statement.

SECTION 42 - PROPOSAL SELECTION

TAIT intends to select at least one (1) Proposal for Aircraft Rescue and Firefighting Services, but reserves the right to accept none of the Proposals, to negotiate for modification of any Proposal with the mutual consent of the Contractor, to accept the most responsive and responsible Proposal which, in the judgment of TAIT, shall be deemed the most advantageous to TAIT, to waive any of the requirements of the proposal procedures explained in this document, and/or to proceed in any other manner deemed to be in TAIT's best interest. TAIT reserves the right to retain all copies of proposals submitted by prospective Companies.

SECTION 43 - DISQUALIFICATION

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following, among others, may be considered sufficient for disqualification of a Contractor and the rejection of the proposal:

1. Evidence of collusion among Companies;
2. Failure to submit a Bid Bond or Cashier's Check;
3. Submittal of Proposal after the deadline;
4. Failure to properly execute any affidavits required under this RFP;
5. Submitting a proposal that is incomplete, obscure or which contains irregularities, inaccuracies, or misstatements;
6. Lack of business skills or financial resources necessary to successfully provide sufficient services as revealed by either financial statements or experience;
7. Lack of responsibility as shown by past history, references, or other factors;
8. Default or termination of other contracts or agreements;
9. Other causes as TAIT deems appropriate at TAIT's sole and absolute discretion.

SECTION 44 – NOTICE OF ACCEPTANCE OF PROPOSAL

The successful Bidder will be informed that its proposal has been accepted through a Notice of Award. The Notice of Award, is not considered a binding Agreement. The proper execution of the Provision for ARFF Services Agreement, duly approved by the Trustees of the Tulsa Airports Improvement Trust, will serve as the binding agreement.

END

BIDDER'S CHECKLIST

The following will be completed in full and returned to the Tulsa Airports Improvement Trust on the bid date as specified in the bidding documents.

- | | | |
|-----|--|--------------------------|
| 1. | BIDDER'S CHECKLIST | <input type="checkbox"/> |
| 2. | BID FORM | <input type="checkbox"/> |
| 3. | TAIT ADDENDUM ACKNOWLEDGEMENT | <input type="checkbox"/> |
| 4. | PROVISION OF ARFF SERVICES AGREEMENT | <input type="checkbox"/> |
| 5. | NON-COLLUSION AFFIDAVIT | <input type="checkbox"/> |
| 6. | PAYMENT AFFIDAVIT | <input type="checkbox"/> |
| 7. | EXHIBIT "C" PROPOSED STAFF AND COMPENSATION PLAN FY2021 | <input type="checkbox"/> |
| 8. | EXHIBIT "D" DESIGNATED REPRESENTATIVE | <input type="checkbox"/> |
| 9. | EXHIBIT "E" COMPANY'S QUESTIONNAIRE | <input type="checkbox"/> |
| 10. | EXHIBIT "H" CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY | <input type="checkbox"/> |
| 11. | EXHIBIT "I" CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS | <input type="checkbox"/> |
| 12. | 10% BID BOND | <input type="checkbox"/> |
| 13. | SAMPLE INSURANCE COVERAGE AND ENDORSEMENTS/ADDITIONAL INSURED | <input type="checkbox"/> |
| 14. | CERTIFICATIONS REQUIRED IN SECTION 39 (Q) OF THE PROPOSAL | <input type="checkbox"/> |
| | | <input type="checkbox"/> |

Company Representative

Printed Name

Title

TULSA AIRPORTS IMPROVEMENT TRUST
BID FORM
PROVIDE AIRCRAFT RESCUE & FIREFIGHTING SERVICES

August ____, 2020

The undersigned, hereby certifies that the services and work to be furnished to TULSA AIRPORTS IMPROVEMENT TRUST meets all of the specifications and requirements. Furthermore, such items, services, and work will be supplied and performed, to the highest standards in the ARFF/Fire Fighting industry.

The undersigned has inspected the site and is satisfied in regard to all aspects of the location and service and is familiar with the conditions of the work and the site.

The undersigned hereby proposes to furnish the following to TULSA AIRPORTS IMPROVEMENT TRUST in accordance with the attached notice, and documents titled "Tulsa Airports Improvement Trust - Provide Aircraft Rescue & Firefighting Service" dated August 12, 2020 at the following price:

ITEM ONE: Furnish all Management and Administrative services (Year one - January 1, 2021 - December 31, 2021) as provided in Tulsa Airports Improvement Trust, Aircraft Rescue & Firefighting Services Contract, which document is attached hereto and made a part hereof, at the following price:

\$ _____

The amount to be shown as the bid price on the Bid Form in Item One is to be the year one bid price. Year one bid price for the purpose of this bid will include the term from January 1, 2021 to December 31, 2021

1. All bids must be accompanied by a bid bond or a certified, or cashiers' check in the amount of ten percent (10%) of the amount of the year one bid price.
2. All bidders must have the ability to provide a performance bond in the amount of one hundred (100%) percent of the amount of the bid price for the complete year, January 1, 2020 to December 31, 2020 (the amount bid in Item one (1) above).
3. The bid and/or performance bonds must be issued by companies licensed to do business in Oklahoma.
4. A virtual pre-bid conference will be held which all prospective bidders must attend.
5. Bidders must show in Appendix "C" the total cost for administration of services.

6. Bidder(s) must submit resumes of the proposed Fire Chief and Command Officers, for review as part of bid. Award of Contract shall be based on review of proposed personnel, company experience, and the bid package submitted.
7. All bidders must submit Company Questionnaire as well as Statement of Qualifications and Experience as part of the bid.
8. All bidders must submit a statement of Financial Stability as part of the bid.

If partnership, give name and address of each member:

Company Name _____

By: _____

Printed Name _____

TAIT ADDENDUM ACKNOWLEDGEMENT

We acknowledge receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

If partnership, give name and address of each member:

Company Name _____

By: _____

Printed Name _____

PROVISION OF ARFF SERVICES AGREEMENT

INSTRUCTIONS: This document **must** be properly signed and returned or your proposal will be **rejected**. This Agreement and the Proposal Documents constitutes your offer and if accepted by TAIT will constitute the Agreement under which Contractor is obligated to perform. Contractor's signature on this document indicates Contractor has read and understand these terms and agree to be bound by them.

THIS PROVISION OF ARFF SERVICES AGREEMENT (the "Agreement") is between the TULSA AIRPORTS IMPROVEMENT TRUST, 7777 Airport Drive., Suite A2111, Tulsa, Oklahoma, 74115 ("TAIT") and:

Exact Company Name: _____

WITNESSETH:

WHEREAS, TAIT has approved certain specifications and advertised for or solicited Proposals for Aircraft Rescue and Firefighting ("ARFF") Services, and

WHEREAS, Contractor desires to provide such ARFF Services to TAIT, acknowledges that this document constitutes Contractor's offer to provide the Services specified, and further acknowledges that if executed by TAIT's Chair, this document will become the Agreement for such ARFF Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Documents Comprising the Agreement.** The Proposal Documents includes the submitted Proposal, the Notice of Invitation to Bid, all of the Proposal Documents, the Bid Form, Addendum Acknowledgements, all Notices, Appendices, Affidavits and Acknowledgements. The Proposal Documents are incorporated herein by this reference. In the event of conflicting or ambiguous language between this Agreement and any of the other Proposal Documents, the parties shall be governed first according to this Agreement and second according to the remainder of the documents included in the Proposal Documents. Contractor may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Contractor which are not ambiguous and which do not conflict with this Agreement or the other Proposal Documents are incorporated herein by this reference.
2. **Purchase and Sale.** Contractor agrees to provide TAIT the ARFF Services for the price and upon the delivery terms set forth in the Proposal Documents. TAIT agrees to pay Contractor the price as set forth in Proposals Documents based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the ARFF Services to TAIT, (ii) TAIT's

Acceptance thereof, and (iii) Contractor's submission and TAIT's approval of a verified claim for the amount due. TAIT shall not pay any late charges or fees.

3. **Irrevocable Offer.** Contractor understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the ARFF Services. There is no contract unless and until TAIT's Chair executes this Agreement accepting Contractor's Bid. No officer, employee or agent except the Chair or Vice Chair of TAIT has the authority to award contracts or legally obligate TAIT to any contract. Contractor shall not provide any ARFF Services to TAIT pursuant to this Agreement before this Agreement is executed by TAIT. If Contractor provides any ARFF Services to TAIT pursuant to this Agreement before this Agreement is executed by TAIT and the City, such ARFF Services are provided at Contractor's risk and TAIT shall have no obligation to pay for any such ARFF Services.
4. **Term.** The initial term of this Agreement shall be for an initial term of five (5) years, commencing January 1, 2021 ("Effective Date"), and terminating December 31, 2026. TAIT, in its sole discretion may offer Contractor an opportunity to extend the term of this Agreement for three (3) additional five (5) year term(s) commencing January 1, 2027. Contractor understands and acknowledges that any future contracts or extensions are neither automatic nor implied by this Agreement. The continuing purchase by TAIT of the ARFF Services set forth in this Agreement is subject to TAIT's needs and to TAIT's annual appropriation of sufficient funds in TAIT's fiscal year (July 6st to June 30th), in which such ARFF Services are purchased.
5. **Warranties.** Contractor expressly agrees that it will be responsible for performing all obligations set forth in the Proposal Documents for the ARFF Services covered in this Agreement. Contractor also warrants that the ARFF Services will conform to the Proposal Documents. In no event shall Contractor be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** TAIT shall notify Contractor if any of the ARFF Services fails to meet the warranties set forth above, and Contractor shall promptly correct, repair or replace such ARFF Services at Contractor's sole expense. Notwithstanding the foregoing, if such ARFF Services shall be determined by TAIT to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by TAIT, then TAIT at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Contractor. Contractor shall pay all expenses related to the return of such Goods to Contractor.
7. **Contractor Bears Risk.** The risk of loss or damage shall be borne by Contractor at all times until the Acceptance of the Goods or Services by TAIT.
8. **No Indemnification by TAIT.** Contractor understands and acknowledges that TAIT is a public trust, the beneficiary of which is the City of Tulsa, a municipal corporation. Accordingly, and pursuant to Oklahoma law, TAIT **shall not** indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this

Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to TAIT for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. TAIT reserves the right to pursue all legal and equitable remedies to which it may be entitled.

9. **Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless TAIT, the Tulsa Airport Authority, the City of Tulsa and its officers, employees, councilors, trustees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents.
10. **No Insurance by TAIT.** TAIT shall not be required to obtain insurance for Contractor's property. Contractor shall be solely responsible for any insurance it deems necessary. Subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Contractor understands and acknowledges that TAIT is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with TAIT's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Contractor understands and acknowledges that if it adds terms and conditions to its Proposal that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if TAIT accepts Contractor's Proposal and awards an Agreement to Contractor based on such Bid, TAIT shall not be bound to any exceptions, changes or additions made by Contractor, and any terms and conditions added by Contractor which are not expressly agreed to by TAIT in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth above.
13. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Contractor is responsible for any costs of such compliance.
14. **Right to Audit.** The parties agree that Contractor's books, records, documents, accounting procedures, practices, price lists or any other items related to the ARFF Services provided hereunder are subject to inspection, examination, and copying by TAIT or its designees. Contractor is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
15. **Right to Reject Work.** TAIT shall have the right to reject performance that does not

conform to the Proposal Documents or this Agreement. TAIT shall also have the right to require special inspection or testing of the performance of service. Neither TAIT's right to act under this Section nor any decision by TAIT either to exercise or not to exercise such right shall give rise to any duty or responsibility of TAIT to Contractor or to any other person or entity, or result in a waiver of any of TAIT's rights or relieve Contractor of its obligations.

16. **Notice.** Except in the case of an emergency, all notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below:

Form of Notice. All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.

Method of Notice. All notices shall be given:

- by delivery in person; or
- by a nationally recognized next day courier service; or
- by first class, registered or certified mail, postage prepaid; or
- by facsimile; or,
- by electronic mail ("e-mail"),

to the address of the party specified below:

if to TAIT

Tulsa Airports Improvement Trust
Attention: Airports CEO
7777 Airport Drive, Suite A211
Tulsa, Oklahoma 74115
notice@tulsaairports.com
Fax: 918-838-5199

and if to Contractor:

COMPANY NAME _____
Attention: _____
ADDRESS _____
CITY, STATE, ZIP _____
Email: _____
Fax: _____

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for delivery on the next business day, (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next business day if transmitted by national overnight courier with confirmation of delivery.

17. **Relationship of Parties.** The Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for TAIT under this Agreement. No employees, subcontractors or agents of the Contractor shall be deemed to be employees of TAIT for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by TAIT for its employees. The Contractor shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
18. **Third Parties.** This Agreement is between TAIT and Contractor and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
19. **Time of Essence.** TAIT and Contractor agree that time is deemed to be of the essence with respect to this Agreement.
20. **Binding Effect.** This Agreement shall be binding upon TAIT and Contractor and their respective successors, heirs, legal representatives and permitted assigns.
21. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
22. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
23. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. TAIT does not and will not agree to binding arbitration of any disputes.
24. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision

hereof operate as a waiver of the enforcement of such provision or any other provision.

25. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by TAIT and Contractor. Contractor may not assign this Agreement or use subcontractors to provide the ARFF Services without TAIT's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
26. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
27. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 27.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 27.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 27.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 27.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 27.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
 - 27.6 The words "must" or "will" or "shall" in this Agreement indicate mandatory requirements.
28. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Contractor to this Agreement; that s/he has read and understands the terms of this Agreement; and that Contractor agrees to be bound by this Agreement and its incorporated documents.

IMPORTANT NOTE: FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Contractor Name

By: _____

Printed Name: _____

Title: _____

ATTEST:

Corporate Secretary

DATE: _____

Company Address (for Notice Purposes) Street:

City, State Zip:
Phone:

TULSA AIRPORTS IMPROVEMENT TRUST

Alexis Higgins, AAE
Airports CEO

By: _____
Chair

EFFECTIVE DATE: _____

EXHIBIT "C" PROPOSED STAFF AND COMPENSATION PLAN FY2021

MEMBER	ACTUAL PAY GRADES	Dollar Amount
Fire Chief	Annual Salary	
Station Supervisor/Manager	Hourly Rate	
Fire Safety Officer/Firefighter	Hourly Rate	
Other Position (Optional)	Hourly Rate	

EXHIBIT "D" DESIGNATED REPRESENTATIVE

NAME:

TITLE:

CONTACT INFORMATION:

EXHIBIT "E" COMPANY'S QUESTIONNAIRE AND STATEMENT OF
QUALIFICATION AND EXPERIENCE

AIRCRAFT RESCUE & FIREFIGHTING SERVICES
TULSA AIRPORTS IMPROVEMENT TRUST
COMPANY'S ACKNOWLEDGEMENT

All information requested in this Questionnaire MUST be furnished by the Contractor, and MUST be submitted as part of the ARFF Services Statement of Qualifications. Statements must be complete and accurate. Omissions, incompleteness, inaccuracy, or misstatements may be cause for rejection of a Statement of Qualifications.

All Statements of Qualifications shall become the property of the Tulsa Airports Improvement Trust. Those parts of a Statement of Qualifications which are defined by a Company as business or trade secrets, and are reasonably marked "Trade Secrets", or "Confidential", or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the laws of the State of Oklahoma or the City's policies, rules or regulations.

By submission of this Statement of Qualifications, Company acknowledges and agrees that the Tulsa Airports Improvement Trust has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this questionnaire, and authorizes the release to Tulsa Airports Improvement Trust of any and all information sought in such inquiry or investigation.

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Company EIN Number: _____

(Additional sheets may be inserted and/or attached as necessary to complete this Statement of Qualifications and Questionnaire).

STATEMENT OF QUALIFICATION AND EXPERIENCE FOR
AIRCRAFT RESCUE & FIREFIGHTING SERVICES AT
TULSA INTERNATIONAL AIRPORT, TULSA OKLAHOMA

REQUIRED INFORMATION (Please provide as a separate document, if desired)

Number of Years Contractor has
Provided

ARFF Services: _____
Other Airport Services _____

Please define Other Airport
Services

Names and Experience of Key Personnel Please List Name, Title, and Experience

Use separate page if necessary. CV or Resumes are suggested, but not required:

Total number of officer
Personnel _____
Total number of total personnel _____

Number of ARFF Facilities
Operated _____

Annual Gross Revenue from
ARFF Services _____

BUSINESS EXPERIENCE

List four (4) persons or firms with whom you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history.

Reference 1

Firm:	
Title	
Address	
Phone	
Email	
Nature of Business Reference:	

Reference 2

Firm:	
Title	
Address	
Phone	
Email	
Nature of Business Reference:	

Reference 3

Firm:	
Title	
Address	
Phone	
Email	
Nature of Business Reference:	

Reference 4

Firm:	
Title	
Address	
Phone	
Email	
Nature of Business Reference:	

EXHIBIT "F" 2021 AIRPORT ARFF BUDGET

Minor Tools and Apparatus	\$4,345
ARFF Vehicle Washing Supplies	\$1,200
Office Supplies	\$500
PPE	\$1,500
Furniture and Fixtures	\$0
ARFF Live Drill (Done at Tinker AFB no charge)	\$0
Vehicles and Equipment (Provided by Airport)	\$0
Total	\$7545

EXHIBIT “G” – EVALUATION FORM

Scoring: Written proposal and interview (if required) will be based on the criteria provided below.

Weights: Each evaluation criteria is given a weight based on the importance to the Scope of Work.

Rating Scale: 1 = Poor, 2 = Average, 3 = Above Average, 4 = Exceptional.

Company Name: _____

Evaluator: _____

Date: _____

Criteria	Weight	Score (from rating scale above)	Points (Weight x Score)
Quality of Responsive Bid	20		
Proposed Cost	40		
Qualifications/Experience	40		
Total Points			

EXHIBIT “H” CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with its proposal. The bidder must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☐) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

- a) To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
 - a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non- responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless

extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "I" CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their proposal. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (☐) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

- a) To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
- a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non- responsive determination may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 11:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX "A" FIRE CHIEF/MANAGER - FIRE DUTIES

CONTRACTOR/FIRE CHIEF/MANAGER - FIRE DUTIES:

Under general direction of the Airport Director of Operations, to serve as Fire Chief/Manager at the Airport; to lay out, assign, schedule, and coordinate the work of Fire/Fire Safety personnel; to supervise the shift crews in the care and maintenance of equipment, stand-by details, fire prevention inspection, and other assignments; to direct the instruction and training of Fire/Fire Safety personnel and to coordinate training between the shifts; to supervise the inspection of ARFF facilities and equipment for fire hazards and to see that such hazards are eliminated; to develop standard operating procedures governing response to and operations at firefighting, aircraft incidents and accidents, rescue/medical responses, crash landings, and rescue incidents; to respond to fire and/or crash alarms and to take command of firefighting and rescue activities; to determine type, progress and probable extent of fires and to make on- the-spot decisions as to techniques to be employed in individual firefighting situations or aircraft incidents; Supervise the inspection of fuel farm facilities and fueling vehicles and prepare inspection paperwork; to recommend and implement new or revised departmental regulations and procedures; to assist, at the direction of TAIT Management, in developing mutual aid plans for firefighting operations with local fire and police chiefs; to be responsible for the care and maintenance of equipment and the cleanliness of quarters and common adjacent areas; to requisition supplies and equipment and to assist in preparing specifications for equipment; to assist in preparation of the annual budget; keep records and prepare reports; and to perform such other duties as may be assigned.

Ensure training of Fire/Fire Safety personnel in patrol work, first aid, Federal Aviation Regulations and Airport Rules and Regulations, other local, state, and or/federal regulations, public relations, traffic direction, report writing and other work requirements that may be required from time to time of Fire/ Fire Safety personnel. Normal hours as pertains to the Fire Chief are 8:00 am to 4:00 pm, Monday through Friday.

MINIMUM QUALIFICATIONS FOR CONTRACTOR/FIRE CHIEF/MANAGER:

Experience: 10 years in Aircraft Rescue & Firefighting as a Fire Chief/Manager/Supervisor. Skills and Knowledge: Considerable knowledge of the recognized standard covering firefighting and effective operation, and maintenance of firefighting apparatus, equipment, and appliances at an airport; knowledge of the methods and specialized techniques used to control or extinguish petroleum, special fuels, chemical, and aircraft fires; knowledge of aircraft rescue procedures; ability to plan, assign, and direct the work of Officer/Station Supervisor and Fire/Fire Safety Officers; ability to plan and supervise the instruction and training of Fire/Fire Safety personnel. Possession of valid OK CDL-B commercial Driver's license required. Person in this position is required to carry a cellular phone for 24 hour emergency recall/contact purposes.

Personal Attributes: Excellent physical condition; courage and resourcefulness in emergencies; mental alertness; initiative; sound judgment; integrity; good memory; good powers of observation; ability to work effectively and harmoniously with others.

FIRE OFFICER/STATION SUPERVISOR:

Of the three (3) personnel required per shift, one assigned officer shall be airport command qualified and designated to act as command station supervisor. Under general supervision of the Fire Chief/Manager to serve as Command Officer on an assigned shift.

Under general direction of Fire Chief/Manager this position will ensure that all station activities conform to standard operating procedures, office instructions, FAA, TSA, and Airport Rules and Regulations; responsible for assignment and supervision of firefighting crews and ARFF apparatus; acts as Incident Commander until relieved by the Fire Chief; participates with other crew members and functions as a driver/operator or other position as required in the suppression of aircraft or structural fires using appropriate apparatus and tools to control and extinguish fires, rescue personnel and protect property; responsible for implementation of all orders and directives; responsible for the performance of subordinates and the maintenance of equipment in a serviceable manner and participates in this upkeep; conducts and participates in practice drills; attends classes in firefighting and aircraft firefighting techniques; conducts and participates in recurring proficiency training; maintains certifications as prescribed by the FAA, TSA, the NFPA, State of Oklahoma, and TAIT. Oversees tests, recharges or maintains fire extinguishers, firehose, fire station, and auxiliary equipment; responds to medical emergencies providing medical care and stabilizing patient until local EMS unit arrives; attends classes on emergency medical care and mass casualty training; performs alarm room watch monitoring communications systems as necessary and provided; relays information to other airport departments as required; prepares and maintains log books using approved procedures; performs other related administrative duties; performs fueling inspections; performs fire safety duties as required to include ramp patrol; coordinating and responding to requests from FAA Air Traffic Control Tower or Airport Operations; enforce local, and FAA and TSA regulations regarding operations and security; participate in or coordinate dissemination of NOTAMS. Perform other related duties as required.

MINIMUM QUALIFICATIONS FOR FIRE OFFICER/STATION SUPERVISOR:

Experience: Must have a minimum of three (3) years Aircraft Rescue and Firefighting experience with a minimum of one (1) year in an appropriate ARFF supervisory position. Must meet the requirements of National Fire Protection Association 1003 (Standard for Airport Firefighter Professional Qualifications) and completion of an FAA approved course for Airport Firefighter. Must meet all requirements of the State of Oklahoma Fire Standards and Training. Must be a nationally registered Emergency Medical Technician, including American Heart Association or American Red Cross Cardio-Pulmonary Resuscitation in accordance with FAR Part 139 prior to initial performance of emergency medical services. Position requires an OK CDL-B Driver's License; must be trained, and approved to provide training, as required by FAR Part 139. Person in this position will be required to carry a cellular phone for 24-hour emergency recall/contact purposes.

Personal Attributes: Excellent physical condition; courage and resourcefulness in emergencies; mental alertness; initiative; sound judgment; integrity; good memory; good powers of observation; ability to work effectively and harmoniously with others.

FIRE FIGHTER/FIRE SAFETY OFFICER:

Duties: Under general supervision of the Fire Chief/Manager, or Officer/Station Supervisor, the Fire/Fire Safety officer to serve as driver-operator of pumper trucks or comparable chemical, crash, ladder trucks at TUL; to drive and be able to maneuver a fire truck into the most advantageous position for combating a fire; to operate pumps, boom, nozzles, or similar equipment; to perform firefighting, rescue and salvage operations at fires, accidents and emergencies; to maintain fire equipment in good working condition; to make inspections of airport aprons, taxiways, runways, buildings and structures for fire or other hazards, security, and maintenance problems; to supervise or assist in supervision of fire drills and to instruct others in the techniques and methods of firefighting; to enforce FAA, TSA, and TUL rules and regulations; maintain the ARFF quarters and surrounding areas in a clean, sanitary and orderly condition; to prepare reports; and to perform such other duties as may be assigned.

MINIMUM QUALIFICATIONS FOR FIRE FIGHTER/FIRE SAFETY:

Experience: Two (2) years Aircraft Rescue & Firefighting experience. Must meet all requirements of qualification under National Fire Protection Association 1003 (Standard for Airport Firefighter Professional Qualifications) and completion of an FAA approved course for Airport Firefighter. Must be a nationally registered Basic Level EMT. Must meet FAR Part 139 requirements for Airport Firefighter and EMT prior to initial performance of these duties.

Skills and Knowledge: Skill in the operation, use, and maintenance of firefighting equipment in fighting of fires; ability to maintain order among large groups of persons in emergencies; alertness and skill in detecting and recognizing fire hazards; knowledge of established aircraft rescue methods and first aid measures; ability to understand and carry out instructions. Possession of a valid OK CDL-B drivers' license required, or the ability to acquire such within 60 days of appointment. Personal Attributes: Excellent physical condition, strength and agility; mental alertness; mechanical aptitude; sound judgment; courage, firmness; dependability, emotional stability; good memory, good powers of observation; ability to work effectively and harmoniously with others.

All ARFF personnel are subject to a fingerprint based criminal history records check, must obtain an Airport Security Identification Badge, and must comply with the requirements of the Transportation Security Administration and Tulsa International Airport for the issuance and acceptance of such security badge. All ARFF personnel must complete a TUL driver training course and practical exam prior to operating any vehicle on the aircraft operations area (AOA).

APPENDIX “B” EXAMPLE OF PRICE ESCLATION COMPUTATION

This is an example of a price revision computation relative to Consumer Price Index-U changes.

Assuming that:

1. The annual price is \$125,000; and
2. The price index for previous annual period was 229.815.

A	Previous Annual Price	125,000
B	CPI-U for current period	232.945
C	<i>Less</i> CPI-U for previous period	229.815
D	Equals index point change	3.130
E	<i>Divided by</i> previous period CPI-U	229.815
F	Equals	0.0136
G	Result <i>multiplied</i> by 100	0.0136 X 100
H	Equals percent change	1.4
New Annual	Previous \$125,000 x 0.014 = \$1,750	\$126,750

NOTE:

If the percent change in Row H above is over five (5%) percent, the increase would be limited to 5.0% of the prior year’s contract price ($\$125,000 \times 0.05$) + $\$125,000 = \$131,250$.

APPENDIX "C" PRICE PAYMENT SCHEDULE

Within Appendix "C", furnish proposed annual budget for partial fiscal year 2021 commencing January 1, 2021.