

**REQUEST FOR SEALED PROPOSALS**

**FOR**

**AIRPORT AIRLINE USE AND LEASE CONSULTANT**

**FOR**

**TULSA AIRPORTS IMPROVEMENT TRUST**

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**REQUEST FOR SEALED PROPOSAL FOR**  
**AIRPORT AIRLINE USE AND LEASE CONSULTANT**

**I. INFORMATION FOR CONTRACTOR**

A. Purpose

The Tulsa Airports Improvement Trust ("TAIT"), an Oklahoma public trust, seeks to retain an "Airport Airline Use and Lease Consultant" to assist the Airport in the negotiation and drafting of a new Airport Airline Use and Lease Agreement for use with the participating signatory airlines (passenger and cargo), and a corresponding Use and Lease Agreement for non-signatory airlines.

B. Contact Person

Questions regarding this Request for Proposal (RFP) should be addressed to: Andrew Pierini, Chief Commercial Officer, Tulsa Airports Improvement Trust. E-mail address: [andrewpierini@tulsaairports.com](mailto:andrewpierini@tulsaairports.com). The street address is Tulsa Airports Improvement Trust, Administration Offices, 7777 Airport Drive, Suite A-211, Tulsa, OK, 74115.

C. RFP Submission

To be considered, proposals must be received by:

Tulsa Airports Improvement Trust  
Administration Offices  
Attn: Andrew Pierini  
7777 Airport Drive  
Suite A-211  
Tulsa, OK 74115

All questions must be submitted in writing via email. All questions must be received no later than December 9, 2022 by 5p.m.

Not later than **2:00 p.m., December 20, 2022**. Proposals received after the date and time specified will not be considered.

Two original hard copies of the proposal must be submitted along with a USB containing a digital copy of the complete proposal. Once submitted, proposals become the property of TAIT. Proposals must be signed by a duly authorized official of the Consultant's organization.

The outside of the sealed proposal must indicate: **AIRPORT AIRLINE USE AND LEASE CONSULTANT RFP.**

TAIT will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or material submitted in response to this RFP.

IRREVOCABLE OFFER PERIOD. Proposer understands and acknowledges that the offer submitted as the proposal is firm and irrevocable from the TAIT's close of business on the above stated submission date and until 90 days after the bid opening date, or March 20, 2023, whichever is later.

D. Right to Reject

TAIT has the right to reject any and all proposals submitted, or to request additional information from any contractors. TAIT has the right to cancel this RFP at any time without recourse by the proposer(s). TAIT also has the right to waive any and all formalities contained within this RFP or in response to this RFP, except to shorten the deadline for filing. Proposals received late will not be considered. Proposer should consider time to allow for delays in shipping.

E. Bid Protests

Failure to follow the procurement protest procedure set out in TAIT's policies constitutes a waiver of your protest and resulting claims. A copy of the procurement protest procedure may be obtained on the TAIT's website at <https://www.tulsaairports.com/about-us/business-opportunities/>

F. Contract Term & Term Extensions

The initial term of the agreement shall be for a period of one year. The agreement will contain four options to extend the term for four (4) additional one (1) year terms at TAIT's sole option.

G. Indemnity Provision

Consultant will indemnify and hold harmless TAIT, its officers, employees, and representatives from and against all liability for any and all claims, suits, demands, or actions arising from or based upon any acts on the part of Consultant, its agents, representatives, or employees which may arise out of or result from Consultant's performance under this agreement.

This indemnity provision extends to any and all such claims, suits, demands or actions regardless of the type of relief sought thereby and whether such relief is in the form of damages, judgments, costs, reasonable attorney fees and expenses. This indemnity

provision shall apply regardless of the nature of the injury or harm alleged and whether such claims are alleged at common law, statutory or constitutional. This indemnity provision, shall apply whether the basis for the claim, suit or demand be attributable in whole or in part to the Consultant, or any of its agents, representatives, or employees.

H. Insurance

The successful bidder must be able to provide the appropriate professional and general liability insurance including Workers' compensation insurance as required by statute. The general liability policy must name the City of Tulsa, TAIT and TAA as additional insured.

I. Subcontractors

No part of the work performed under the agreement will be subcontracted or assigned to another firm without prior written consent by TAIT. The Consultant must furnish the names, qualifications, and experience of the proposed subcontractor(s). The primary consultant will remain completely responsible for all services performed and shall assure compliance with all requirements of the agreement. Subcontractors will be required to have the same insurance as stated above.

J. Maintenance and Inspection of Records

The selected firm shall maintain records of all staff time, staff costs, and direct costs expended in performing all work under any agreement resulting from this RFP. The Consultant shall permit TAIT and other authorized individuals to inspect and audit all data and records of the Consultant relating to performance for a period of up to five (5) years after completion of this project.

K. Professional Requirements

Proposer should demonstrate in its proposal how it is professionally qualified to perform high quality work as a Consultant pursuant to the specification of the RFP.

L. Evaluation Criteria

Proposals will be evaluated by the airport staff on behalf of TAIT using the following criteria:

1. Firm's overall experience in providing the services requested;
2. Expertise of the Consultant's staff assigned to this account;
3. Relevant similar experience, accomplished within the past three (3) years

4. Professional background and experience (directly related to the services being sought) of key personnel expected to work on this project.
5. Management and technical approach to projects (include quality assurance, and methods to insure that projects are functional and efficient).
6. Approach to providing the services;
7. References;
8. Cost should be structured based on hourly rate, estimated annual hours with a total annual not to exceed amount.

M. Verbal Interview

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the verbal interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the agreement, if awarded, should participate at the interview.

**II. SERVICES TO BE PROVIDED**

1. Lead pre-negotiation strategy development with Airport Leadership.
2. Conduct negotiations with Airport Leadership and Signatory Passenger Airlines and Signatory Cargo Airlines.
3. Draft signatory airline use and lease agreements (passenger and cargo), professionally formatted in a current version Microsoft Word.
4. Draft corresponding non-signatory airline use and lease agreement (passenger and cargo), professionally formatted in a current version Microsoft Word.
5. Develop new rates, fees and charges model and any additional annual calculation as they relate to the airline use and lease agreement.

**III. REQUIRED INFORMATION**

- A. Provide an overview of the firm including:
  - Name of the corporate officer with primary responsibility for this contract
  - Name of the contact person(s)
  - Signature of primary corporate officer and contact person(s) if different
  - State of incorporation
- B. Provide a description of the firm's qualifications for performance of this kind of service.

- C. Provide a statement describing the anticipated scope of work including a discussion of the firm's approach, methodology or other important factors that would assist in determining the quality and accuracy of the work for the outlined services.
- D. Designate the individual(s) who will be working on day-to-day activities with TAIT staff. Provide a brief description of their experience, office location, and accessibility. Additionally, he/she must provide a professional resume listing their work experience, professional certifications, honors, awards, etc.
- E. Provide the Airport name and contact person(s) for a minimum of three current airport clients at small hub or larger airports which your firm provides similar review services.
- F. Describe in detail the information and assistance your firm will require from TAIT staff in completing the outlined consulting services.
- G. Provide a cost proposal for the outlined consulting services, which would indicate the assumptions about the necessary hours to accomplish this work. Cost should be structured based on hourly rate, estimated annual hours, with a total annual not to exceed amount.
- H. Provide evidence of insurance provided by an insurance company qualified to do insurance business in the State of Oklahoma.

# Appendix A

## Cost Structure

<b>Term</b>	<b>Hourly Rate</b>	<b>No. of Hours</b>	<b>Not to Exceed Annual Amount</b>
Year 1			
Year 2			
Year 3			
Year 4			
Total			

INTEREST AFFIDAVIT

State of _____	)
	) ss.
County of _____	)

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the Tulsa Airport Authority and/or the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the Tulsa Airport Authority and/or the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

State of _____	)
	) ss.
County of _____	)

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:

**(Seller's Authorized Agent)**

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Purchase Agreement pursuant to the Bid to which this statement is attached.
  
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
  
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective Purchase Agreement, or as to any other terms of such prospective Purchase Agreement, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Purchase Agreement.

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**AFFIDAVIT OF CLAIMANT**

State of _____	)
	) ss.
County of _____	)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with TAIT will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or Purchase Agreement furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the Purchase Agreement or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: \_\_\_\_\_

Remit to  
Address: \_\_\_\_\_

City, State  
Zip: \_\_\_\_\_

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

Name (print): \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_